

**SOLICITATION NO. DE-AP75-02SW52310**

**100% SMALL BUSINESS SET ASIDE**

**REPAIR AND REWIND 30/40/50 MVA POPLAR BLUFF AUTOTRANSFORMER NO 1**

**POPLAR BLUFF, MISSOURI SUBSTATION**



**U.S. DEPARTMENT OF ENERGY**

**SOUTHWESTERN POWER ADMINISTRATION**

**ONE WEST THIRD**

**TULSA, OKLAHOMA 74103-3519**

**LINDA MORRIS  
CONTRACTING OFFICER**



## **Department of Energy**

Southwestern Power Administration  
One West Third Street  
Tulsa, Oklahoma 74103-3519

March 28, 2002

### **TO POTENTIAL BIDDERS ON SOLICITATION DE-AP75-02SW52310**

All bidders should naturally pay special attention to the specifications on this acquisition, but additionally special notice should be given to C.20 SITE VISIT. The Government will make available two days for prospective bidders to see where the transformer is located, specifically if you have any transportation questions regarding the removal of the transformer and replacement once repaired. That date will be determined and sent to all interested bidders before the due date for solicitation packages. When you request drawing packages, the date for the site visit will be provided to you.

You should also pay particular attention to Section G.09, Representations and Certifications. Please fill out all applicable portions and sign and date the certifications.

No facsimile or telegraphic bids will be accepted. If you are enrolled in Department of Energy's Industry Interactive Procurement System (IIPS) you may submit your bid electronically with full confidentiality by the time required in the solicitation.

Should you have any questions regarding this acquisition you may call this office at (918) 595-6670 or e-mail me at [lmorris@swpa.gov](mailto:lmorris@swpa.gov), until April 22, 2002.

Linda A. Morris  
Contracting Officer

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>Offeror to Complete Blocks 12, 17, 23, 24, &amp; 30</i>					1. Requisition Number DE-AP75-02SW52310		PAGE 1 OF				
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number DE-AP75-02SW52310		6. Solicitation Issue Date April 15,2002			
7. For Solicitation Information Call:		a. Name Linda A. Morris				b. Telephone No (No collect calls) (918) 595-6670		8. Offer Due Date/Local Time May 3, 2002 -- 2:00 p.m.			
9. Issued By  U.S. Department Of Energy Southwestern Power Administration One West Third Street, S5710 Tulsa, OK 74103-3519		Code		10. THIS ACQUISITION IS:  <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set-Aside 100% for <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv. Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery for FOB Destination unless block is marked. <input checked="" type="checkbox"/> See Schedule		12. Discount Terms			
						<input type="checkbox"/> 13a. This contract is a rated order under DPAS(15 CFR 700)					
						13b. Rating					
						14. Method of Solicitation <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP					
15. Deliver To U.S. DOE/SWPA Northwest of Poplar Bluff on Road P Butler County Poplar Bluff, MO 63901		Code J19		16. Administered By  Code							
17a. Contractor/Offeror		Code		Facility Code		18a. Payment Will Be Made By U.S. Department of Energy Southwestern Power Administration One West Third Street, S5211 Tulsa, OK 74103-3519		Code			
Phone No.		TIN:									
<input type="checkbox"/> 17b. Check below if remittance is different and put such address in offer.				18b. Submit invoices to address shown in block 18a unless box below is checked. <input type="checkbox"/> See Addendum.							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		Items Being Acquired/Total Price  (Attach Additional Sheets as Necessary)									
25. Accounting and Appropriation Data 131041.NR5.SWPA.330.33000.99.2521.14301000000.FY02.2220.000000							26. Total Award Amount (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached addenda <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached											
<input type="checkbox"/> 27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached addenda <input type="checkbox"/> are <input type="checkbox"/> are not attached											
28. Contractor is required to sign this document and return _____ 1 _____ copies to  Issuing Office. Contract agrees to furnish and deliver all items set forth or otherwise <input checked="" type="checkbox"/> identified above and on any additional sheets subject to the terms and conditions specified herein.						29. Award date of contract reference  <input type="checkbox"/> offer dated _____. Your offer on Solicitation (Block 5) including any additions or changes which are set forth herein, is accepted as to items:					
30a. Signature of Offeror/Contractor						31a. United States of America (Signature of Contracting Officer)					
30b. Name and Title of Signer (Type or Print)				30c. Date Signed		31b. Name of Contracting Officer (Type or Print)				31c. Date Signed	
32a. Quantity in Column 21 has been  <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted and Conforms to the Contract Except as Noted						33. Ship Number  <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number		35. Account Verified Correct	
32b. Signature of Authorized Govt. Representative				32c. Date		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final				37. Check Number	
						38. S/R Account No.		39. S/R Voucher No.		40. Paid By	
41a. I certify this account is correct and proper for payment						42a. Received By (Print)					
41b. Signature and Title of Certifying Officer				42c. Date		42b. Received At (Location)					
						42c. Date Rec'd		42d. Total Containers			

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Offeror to Complete Blocks 12, 17, 23, 24, & 30

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## **PART I - THE SCHEDULE**

### **SECTION B - SUPPLIES OR SERVICES AND PRICES**

#### **B.01 FAR 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

- (a) The Government will award a contract resulting from this solicitation to the responsible bidder whose bid conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate bids: price, prior experience, and delivery time.
- (b) A written notice of award or acceptance of a bid, mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid, shall result in a binding contract without further action by either party. Before the bid's specified expiration time, the Government may accept a bid (or part of an bid), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

#### **B.02 CONTINUATION OF STANDARD FORM 1449**

#### **B.03 CONTINUATION OF BLOCK 8 - BID DUE DATE/LOCAL TIME**

Bid Due Date:05/03/02      Local Time: 2:00 p.m.

Refer to SECTION E/SOLICITATION PROVISIONS, provision No. 21, TIME, DATE AND PLACE BIDS ARE DUE.

#### **B.04 CONTINUATION OF BLOCK 10 - THIS ACQUISITION IS**

This acquisition is restricted and contains a set-aside provision for small business concerns.

#### **B.05 CONTINUATION OF BLOCK 15 - DELIVER TO**

Refer to SECTION C/CONTRACT CLAUSES, clause No. C.46 for place of delivery.

#### **B.06 CONTINUATION OF BLOCK 18a - PAYMENT WILL BE MADE BY**

Refer to SECTION C/CONTRACT CLAUSES, clause No. C.50 CONTRACT PAYMENTS METHOD, for payment information.

**B.07 CONTINUATION OF BLOCK 18b - ADDENDUM TO INVOICE ADDRESS**

The Contractor shall submit invoices to:

U.S. Department of Energy  
Southwestern Power Administration  
Attn: Linda Morris  
One West Third Street  
Tulsa, OK 74103-3519

**B.08 CONTINUATION OF BLOCKS 19 THROUGH 24 - ITEM NUMBER, SCHEDULE OF SUPPLIES/SERVICES, QUANTITY, UNIT, UNIT PRICE AND AMOUNT**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of delivery and supply of the following items. All items shall comply with the "Description/Specifications" located in SECTION C/CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS, ATTACHMENT C.1A

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0001	Repair and rewind of a 30/40/50 MVA Autotransformer No. 1 at Poplar Bluff substation in Poplar Bluff, Missouri in accordance with the attached specifications	1	JOB	\$ _____
0001A	Guaranteed No Load Losses in accordance with the paragraph 12/Loss Evaluation, Section C.  \$6,940 per kw x _____ — (Bidder to insert kw)			
0001B	Guaranteed Load Copper Losses at 55°C at 30 MVA in accordance with the paragraph 12/Loss Evaluation, Section C.  \$5,009 per kw x _____ — (Bidder to insert kw)			
0002	New 13.8kV Tertiary Autotransformer Voltage Bushing complete with new gaskets	1	EA	\$ _____
0003	Complete Spare Gasket Set for Autotransformer	1	EA	\$ _____
OPTION ITEMS				
0004	Replace autotransformer core steel (Excludes costs provided to comply with paragraph 4.3. See paragraph 4.2(b), Section C.)	1	EA	\$ _____
TOTAL LINE ITEMS NOS. 0001-0004				\$ _____

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## **PART I - THE SCHEDULE**

### **SECTION C - DESCRIPTION/SPECIFICATIONS**

#### **C.01 CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

The below listed attachments apply to this contract and are incorporated on the following pages.

<u>ATTACHMENT</u>	<u>TITLE</u>
A	Description/specifications
B	Drawing List and Drawings
C	SWPA F 2240.7 Bank Information for Payments
D	Suspect/Counterfeit Parts Chart
E	List of Government-Furnished Property
F	Contractor Submittal Requirements
G	SF-1449/Solicitation/Contract/Order for Commercial Items
H	Subcontracting Plan
I	Standard Form 294/Subcontracting Report for Individual Contracts
J	Standard Form 295/Summary Subcontract Report
K	Subcontracting Reporting System (SRS) Contractor Quick Reference Card

**ATTACHMENT A**

**DESCRIPTION/SPECIFICATIONS**

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## 1 **GENERAL**

The Contractor shall repair and rewind the Autotransformer No. 1 at Poplar Bluff Substation, Poplar Bluff, Missouri. The transformer, Serial Number H409867, is rated 30/40/50 MVA at 55°C rise and 56 MVA at 65°C rise. The transformer was originally manufactured by General Electric in 1971. The services to be provided by the Contractor shall include: disconnection of ground conductors, control wiring (add identification marking); disconnection and temporary relocation of all conduits connecting the transformer to the system; remove and crate all bushings, radiators, cooling fans; draining the existing insulating oil from the LTC compartment, transformer, and conservator tanks; filling with new insulating oil to the recommended level of the LTC compartment, transformer and conservator tanks; preparation for loading; transportation to Contractor's shop facilities; repair and rewind; and return to Poplar Bluff Substation complete with all accessories. The Contractor shall set, completely assemble, install, connect, test, and place the transformer in complete readiness for operation immediately after delivery. Southwestern shall be responsible for disposing the existing insulating oil from the transformer and shall be responsible for providing new insulating oil for complete filling of the transformer. The following drawings and test reports are included in Attachment C, Section J to provide information for the General Electric transformer Serial No. H409867:

<u>Drawing Number</u>	<u>Description</u>
NP 253454	Name Plate
NP234520	CT Name Plate
742E634	Outline: Transformer Atmosseal
3922C638	Outline: LTR 65D
D1180L005	Outline Station Arresters: Dimensions
3945B357	Outline Bushing: Dimensions
3945C841	Outline Bushing: Dimensions
1026-E7001	Poplar Bluff Substation Site Plan
Test Reports	General Electric Transformer Serial No. H409867

The transformer shall be delivered to the US Department of Energy, Southwestern Power Administration, Poplar Bluff Substation, Northwest of Poplar Bluff on road P, Butler County, Poplar Bluff, Missouri 63901, Dunklin County.

## 2 **CODES AND STANDARDS**

The transformer shall be inspected, redesigned, completely rewound, repaired, and tested in accordance with the latest revision of applicable American National Standards Institute (ANSI), Institute of Electrical and Electronic Engineers (IEEE), National Electrical Manufacturers Association (NEMA), American Society of Mechanical Engineers (ASME), and American Society for Testing and Materials (ASTM) standards and shall be in accordance with the applicable requirements of the Federal Occupational Safety and Health Administration (OSHA) Standards. The Contractor shall adhere to all the local,

state, and Federal requirements involving environment, safety, and health. Refer to clause no. H.01, Section H, for the Environmental, Safety, and Health Requirements. In the event of contradictory requirements between these specifications and other standards, the Contractor shall request a resolution from the Southwestern Power Administration (Southwestern) Contracting Officer's Representative (COR).

### 3 **MODIFICATIONS**

After the work has begun, the Contractor shall notify the Contracting Officer (CO) and COR of any needed repairs different than the specified requirements. Prior written approval is required before any changes can be made from the CO. Any approved changes or change orders will be issued by the CO in accordance with the Changes clause no. I.10 in Section I of the contract.

#### 3.1 **Standard and Witnessing Requirements**

The Contractor shall furnish all engineering, labor, materials, parts, transportation, equipment, test instruments, and tolls to return the subject transformer to dependable, serviceable condition to the final destination in conformance with, but not limited to, the following requirements.

- a. Except where specified otherwise, the repaired transformer shall conform, as though it was a new transformer, to the latest ANSI/IEEE C57.12.00, "IEEE Standard General Requirements for Liquid Immersed Distribution, Power, and Regulating Transformers", as amended.
- b. The Contractor shall afford the Government the opportunity to witness, photograph, and otherwise document work in progress at any time during the transformer repair. The Contractor shall also permit the Government to observe all the tests on the transformer and shall notify the COR a minimum of 14 days in advance of the expected test dates.

### 4 **DESCRIPTION OF THE WORK**

Repair and rewinding of this transformer shall be in accordance with the following paragraphs. In case of any parts replacements, only new parts of current manufacture shall be furnished with this transformer.

#### 4.1 **Technical Requirements**

The Contractor shall install a new nameplate, to replace the existing nameplate, to indicate ratings, modifications, date of repair, the Government contract number and the Contractor's shop order number for repair, the name of the repair facility, and the marking: NON-PCB. In addition, the Contractor shall furnish three copies each of the transformer oil sample test reports and a signed certification sheet stating that the repaired transformer is filled with non-PCB oil.



#### 4.2 Receiving and Preliminary Core Inspection

Upon unloading the transformer at the Contractor's shop, the Contractor shall disassemble the transformer to the bare core legs on all phases and thoroughly clean the core for detailed inspection. The Contractor and COR shall perform a joint inspection to determine the extent of core damage, if any.

- a. If the COR determines from the findings that the core damage is not economically repairable and must be replaced, the Contractor shall provide a written analysis of the damage in accordance with the COR's instructions. The analysis shall be provided within seven working days of the final joint inspection. The analysis shall include a description of the replacement deemed necessary and the estimated time for completion.
- b. If the Government elects to have the Contractor replace the core, the Government will exercise the option item no. 0004 in Section B for the Contractor to replace the core. The Contractor shall not initiate any additional work without a written authorization from the CO. The costs included in item no. 0004 for the core replacement shall exclude any repair costs provided for in line item no. 0001 to comply with paragraph 4.3.
- c. If no core damage is found, the Contractor shall proceed as outlined in the following paragraphs.

#### 4.3 Core

The core shall be thoroughly cleaned and inspected for damage as indicated under paragraph 4.2.

- a. All original core insulation material shall be replaced with new insulation; this includes the insulation on the lock irons and the top and bottom steel clamping structures.
- b. All core bolts in the legs shall be eliminated, if possible, or replaced with non-metallic bolts. If not eliminated, they shall be meggered and pre-insulated as necessary. This will minimize possible future core grounds at these locations. The core shall be sufficiently blocked to prevent movement of the core laminations.
- c. The core ground connection shall be brought out through an insulated bushing on the tank cover to facilitate testing of the core insulation. The bushing shall be enclosed and easily accessible by removing the cover of the enclosure. The bushing enclosure side shall be permanently marked with an embossed brass nameplate that reads "Core Ground Test Bushing". The strap or flexible lead connecting the bushing terminal to ground shall be slotted for easy disconnection.

#### 4.4 Short-Circuit Design Criteria

After repair and rewind, the transformer shall meet the short-circuit withstand requirements of ANSI/IEEE C57.12.00-2000 or latest revision.

All windings shall be redesigned to minimize short-circuit forces. A computer short-circuit analysis shall be made to determine the maximum short-circuit forces. The mechanical structure of the windings, supporting elements, clamping rings, and bracing devices shall be designed and braced to withstand short circuit forces limited only by the transformer impedance without damage or displacement of the coil on the core and to withstand normal moving and handling without the use of special shipping braces. Included in the mechanical redesign, but not limited to, are the following:

- a. Full non-metallic high-density top clamping ring of sufficient size to restrain the static and short-circuit forces and to give full radial spacer support and full coil spacer support on the bottom.
- b. Sufficient high-density radial spacers to limit mechanical stress in the winding conductors to acceptable values.
- c. Jack bolts, lock irons, and tie rods shall be added or modified as required to restrain the static and short-circuit forces.
- d. Additional gussets and bracing to top and bottom mechanical structures as required.
- e. All internal thyrites used for winding and tap protection shall be replaced if used.

#### 4.5 Rewind Requirements

The Contractor shall rewind the high and low voltage windings and tertiary winding for all phases using all new materials in accordance with the following:

- a. The wire used shall be high tensile strength annealed copper, paper insulated, no smaller in cross sectional area than the existing wire, and shall be continuous for each coil.
- b. Insulation, wedges, spacers, blocking, anchor, and tie materials shall be rated consistent with transformer rated temperatures.
- c. All electrical connections, other than bolted connections, shall be silver soldered.
- d. The Contractor shall inspect contacts on the no-load tap changer and the mechanism shall be thoroughly cleaned and inspected for defective or worn parts. Any defective components shall be repaired or replaced if necessary, after obtaining the approval of the CO. The Contractor shall confirm that the no-load tap changer operates properly.

- e. The Contractor shall install a new Reinhausen Manufacturing Load Tap Changer, Type RMV-II 1500. The Contractor shall adjust the tap changer to ensure the alignment of the contacts at all the tap change positions. The tap percentages are to be the same as the original percentages.
- f. The winding impedance shall be within ANSI tolerance.
- g. A sudden pressure relay or Buchholz type system shall be provided as appropriate that will operate for abnormal rates-of-pressure rise in the main tank and LTC compartment. The relay system shall not be affected by mechanical shock, inrush or exciting currents, or impulse voltages. The sudden pressure relay shall have the capabilities of monitoring the accumulated gas in the conservator tank. If necessary, a control switch shall be mounted in the control cabinet to remove the relay system during maintenance. The relay system shall provide two manually-resettable, normally-open seal-in-contacts.
- h. The Contractor shall clean and test the automatic resetting relief device for proper operation. Repair or replace as necessary.
- i. The replacement of current transformers is not included under this contract. The Contractor shall inspect all current transformers and lead wires at the junction blocks for deterioration and loose connections, and repair as required. If replacement is necessary, the Contractor shall request prior approval from the CO. The replacement transformers shall be bushing type with uniformly distributed winding.
- j. The Contractor shall replace and calibrate all the indicating devices attached to the transformer.
- k. The Contractor shall clean and test the 161-kV high voltage bushings and the 69-kV low voltage bushings. The 161-kV high voltage bushings are new and the 69-kV low voltage bushings were replaced in 1996. The Contractor shall replace the existing 13.8-kV tertiary voltage bushings. All transformer bushings shall be oil filled and shall be in accordance with ANSI/IEEE C57.19.00, or latest standard. The oil-filled bushings shall be equipped with a sight gauge to indicate oil level and a capacitance or power factor test tap, as applicable. All bushings shall be constructed using porcelain materials, and the color of the bushings shall be ANSI 70 gray. Porcelain parts of each bushing rated below 450-kV BIL shall be one piece. The bushing nameplate shall state that the bushing contains no PCBs. Bushing stud diameter, length, and threading shall be stated on the drawings. Each bushing shall be furnished with a removable stud-to-pad terminal. The terminals shall match the existing connections and shall be a standard NEMA four-hole pad and shall permit connection to the existing terminals. The terminals shall be corona free and of sufficient size and material to continuously carry the maximum rated current.

- l. The Contractor shall clean and test station type surge arresters which meet all applicable requirements of ANSI C62.11 and these specifications. If the surge arresters are found in operable condition, the Contractor shall crate and store on site. The surge arresters are station class and suitable for use on 161-kV and 69-kV grounded neutral systems with maximum continuous operating voltages not exceeding 169-kV and 72-kV, respectively.

	<u>161-kV</u>	<u>69-kV</u>
Duty Cycle Rating in kV-rms/L-G	144	72
Max. Cont. Oper. Voltage, (MCOV)in kV-rms/L-G	115	57

The arresters are metal oxide type and the color of the arresters shall be ANSI 70 gray. The arresters are mounted adjacent to the associated bushings.

- m. Prior to tanking, the transformer core and coil assembly shall be vacuum dried by a method approved by the COR. The insulation power factor shall be monitored during dryout and shall not exceed 0.05.
- n. Prior to retanking the core and coil assembly, the radiators shall be pressure tested and thoroughly flushed, cleaned, and dried. The Contractor shall perform a 24 hour rated pressure test and check for leaks using the soap bubble method. No leaks shall be allowed. Any leaks found shall be repaired by the Contractor.
- o. The radiators shall be shipped pressurized with dry nitrogen at 5 PSIG. A gauge shall be installed on each radiator to insure that positive pressure is maintained during shipment.
- p. After successful completion of required tests, the transformer shall be pressure tested while the unit is oil-filled for a minimum of six hours to detect any leaks or problems with welds, gaskets, gauges, and valves. Both the main and load tap changer compartments shall be pressure tested. No leaks shall be allowed. Any leaks found shall be repaired by the Contractor before shipment to Southwestern.
- q. The Contractor shall supply new reusable gaskets for the cover, bushings, radiators, and other removable equipment that contain gaskets.
- r. After the final tests in the repair facility are approved, the Contractor shall remove and crate the bushings and ship them with the transformer.

All fasteners shall be in conformance with ASTM specifications. The Contractor shall comply with the Fastener Quality Act of 1990, P.L. 101-592 and regulations promulgated thereof. See Section J, Attachment A, for chart on Suspect/Counterfeit bolts.

#### 4.6 Insulating Oil

The new insulating oil shall not contain polychlorinated biphenyls (PCBs) and shall be inhibited with DBPC (2-6 ditertiary butyl para-cresol). The transformer main nameplate shall state that the oil is inhibited.

The insulating oil shall meet all the requirements as defined by ASTM D3487, shall contain less than 10 ppm water when tested in accordance with the procedures of ASTM D1533, and shall test at least 45-kV upon receipt at the job delivery point when tested in accordance with the procedures of ASTM D 877. Oil sampling shall be in accordance with ASTM 923. Certified test results shall be furnished within three weeks after the test is performed.

The Contractor shall furnish all labor, supervision, material, and equipment required to fill the transformer in the field. If the transformer is shipped without oil, then it shall be shipped with dry air. Sufficient care shall be taken to permit storage of the transformer for one month after arrival at the shipping destination without the need for additional dry air. A pressure-vacuum gauge shall be provided to monitor dry air pressure. The date of delivery of the oil and filling of the transformer shall be coordinated between Southwestern and the Contractor.

The Contractor shall replace the existing drain valve with a two-inch (2") drain valve with National Pipe Thread (NPT) threads. The valve shall have a one-half inch (1/2") built-in capped sampling device. An upper filter valve located in the same segment as the drain valve shall be provided for the return of filtered oil to the transformer. It shall be one-inch (1") with NPT threads. All oil connections shall be designed for use with hot transformer oil.

The transformer shall be designed for essentially full-vacuum filling in the field. All valves, fittings, and piping for full-vacuum filling shall be furnished.

#### 4.7 Materials and Workmanship

All materials used in the repair of the transformer shall be new and of the highest standard commercial quality available for this type of transformer. Liberal safety factors shall be used throughout the designs. Parts shall be made accurately to standard gauge where possible to facilitate future replacement and repairs.

#### 4.8 Paint

All external metallic surfaces subject to corrosion shall be cleaned and painted with the manufacturer's standard cleaning and painting system. The exterior finish color shall be ANSI 70 gray. The Contractor shall use lead free base paint on all areas to be painted. The inside of the control cabinet shall be of light color (preferably white). Surfaces inaccessible after assembly shall be protected for the life of the equipment. Surfaces not painted shall be protected by appropriate masking during the cleaning and painting of adjacent surfaces. Coated surfaces shall be protected from abrasion or other damage at all times. All exposed unpainted parts shall be fabricated of corrosion-resisting metal.

### 5 SPARE PARTS AND TOOLS

Following the specified factory tests, Southwestern may require that the transformer be subjected to short-circuit withstand tests in accordance with ANSI/IEEE C57.12.90.

5.1 Audible Sound Tests

Audible sound level tests will not be required.

5.2 Insulation Power Factor Tests

Insulation power factor tests shall be performed in accordance with ANSI/IEEE C57.12.90.

5.3 Insulation Resistance Tests

Insulation resistance tests shall be performed for each winding.

5.4 Winding Resistance Tests

Winding resistance tests shall be performed for each winding. The resistance shall be measured and recorded with hot and cold windings.

5.5 Functional Tests

Complete functional tests shall be performed on the pressure relief devices. Any repair or replacement required shall be brought to the attention of the CO.

Complete functional tests shall be performed on each fan. In addition, a bearing test shall be performed on each fan. Any repair or replacement required shall be brought to the attention of the CO. Complete functional tests shall be performed on control and indicating devices and systems to make certain that all control functions operate properly in accordance with the design.

One set of spare parts, complete spare gasket and special tools required for the installation, maintenance, and dismantling of the equipment shall be furnished with the transformer.

All tools shall be in new and unused condition and shall become the property of Southwestern.

The contents shall be furnished and shipped in heavily constructed wooden boxes provided with hinged covers and padlock hasps. The boxes shall be designed as permanent storage enclosures. Where applicable, boxes containing spare parts shall be designed and constructed for return shipment of damaged or worn components for repair. The spare parts shall be protected from damage due to moisture and dirt accumulation during an extended storage period by use of special coatings, airtight bags, etc. The gaskets shall be sealed for long-term storage. Refer to Section D, for additional packaging and marking instructions.

## 6 **FACTORY TESTS**

The transformer shall be completely assembled at the factory and shall be subjected to all routine tests specified in ANSI C57.12.00 plus any additional tests specified herein. All tests shall be performed at the expense of the Contractor.

All tests required herein may be witnessed by Southwestern or its authorized representative. The Contractor shall inform Southwestern in writing of the testing schedule at least 20 days prior to start of the tests so that arrangements can be made for a representative of Southwestern to be present at the tests.

The Contractor shall notify Southwestern of any unusual event or damage occurring during rebuilding of the transformer and of all tests which do not meet the specified standard values. Southwestern reserves the right to inspect such damages or test failures. Corrective measures to overcome such damage or failure shall be subject to acceptance by Southwestern.

Four copies of the report of each test shall be delivered to Southwestern not later than 10 days after completion of all tests.

### 6.1 **Dielectric Tests**

#### 6.1.1 **Impulse Tests**

Impulse tests shall be performed as specified in these specifications and in accordance with ANSI/IEEE C57.12.90. Oscillographic records of the test shall be included in the test reports. The minimum height of each individual trace (at maximum deflection) shall be 30 millimeters.

##### 6.1.1.1 **Lightning Impulse Tests**

Lightning impulse tests shall be performed in accordance with ANSI/IEEE C57.12.90.

##### 6.1.1.2 **Switching Impulse Tests**

Switching impulse tests will not be required.

#### 6.1.2 **Low Frequency Tests**

Low frequency tests shall be performed in accordance with ANSI/IEEE C57.12.90.

### 6.2 **Partial Discharge (Corona) Test**

Partial discharge measurements shall be performed in accordance with ANSI/IEEE C57.12.14 and C57.113, except that measurements shall be taken in microvolts and the limitation to 115-kV terminals shall not apply. The 7,200 cycle test at the enhancement level shall be incorporated into the test and the measured microvolt level above background shall not exceed 100 microvolts at any time during the test. In addition,

partial discharge inception and extinction voltage levels shall be observed and recorded in the test report.

The partial discharge test shall be performed after all other dielectric tests are complete. The curve of the data obtained in the test shall be included in the test reports.

### 6.3 Regulation, Efficiency and Losses

The regulation of the transformer shall be determined for unity (1.0), nine-tenths (0.9) power factor lagging, and eight-tenths (0.8) power factor lagging.

The efficiency and losses of each transformer shall be determined at 25%, 50%, 75%, and 100% of rated OA load. The values shall be recorded referenced to 85°C. The guaranteed and tested total losses shall include losses in all windings.

The test report shall include the measurement errors of the test equipment actually used as traceable to the National Bureau of Standards (NBS) described in Technical Note 1204.

### 6.4 Bushing Tests

#### 6.4.1 Design Tests

Certification that each type, style, and model bushing furnished has passed the test requirements of ANSI/IEEE C57.19.01. shall be furnished.

#### 6.4.2 Production Tests

Each bushing rated 92-kV and above shall be subjected to the production test in accordance with ANSI/IEEE C57.19.01. The tests may be performed prior to installation in the equipment.

### 6.5 Additional Tests

#### 6.5.1 Temperature Tests

Temperature tests shall be performed in accordance with ANSI/IEEE C57.12.90.

#### 6.5.2 Short-Circuit Tests

#### 6.5.8 Dew Point

The dew point of the air (or gas) in the tank shall be determined just prior to shipment and at the final shipping destination. The Contractor shall furnish all equipment necessary to perform the dew point test at the final shipping destination.

## 7 **DRAWINGS AND DATA TO BE FURNISHED BY THE CONTRACTOR**

### 7.1 General



The drawings, correspondence, literature, and technical data required to be furnished by the Contractor shall be in English. Units of measurement shall be in the International System of Units (SI) or SI and United States standard.

The Contractor shall furnish the following drawings, literature and technical data:

Nameplate Drawing  
Outline Drawings  
Bushings Drawings  
Surge Arrester Drawings (If applicable)  
Winding Construction Drawings  
Core Drawing (If new Core is used)  
Sudden Pressure Relay information  
Automatic Pressure Relief Device data (If new)  
Information on all indicators and gauges  
Fan and Motor data (If new)  
Description of LTC repaired or replaced components  
Description of No Load Tap Changer repaired or replaced components

These drawings shall be full-size on Mylar, or equal, and in electronic format applicable to Southwestern's drawing system from the original tracings by photographic-type reproduction and shall be of such quality and clarity as to permit sharp and thoroughly legible microfilm copying. Reproducibles using the Diazo process or Sepias are not acceptable. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted, and the substation name and contract number shall be shown thereon. The number and name shall be located immediately above the title block if possible. The drawings and data shall be complete and accurate in their content. Originals and all copies shall be legible. Drawings shall be drawn to scale, and shall have neat lettering. Freehand sketches will not be accepted. Drawing and data submittal requirements are listed on Table 7-1.

Southwestern shall have the right to require the Contractor to make any changes in the drawings and data which may be necessary to show the equipment furnished conforms to the requirements of these specifications. Review by Southwestern of the Contractor's drawings shall not relieve the Contractor of meeting all requirements of these specifications or for the correctness of the drawings.

One copy of each transmittal letter shall be sent to:

U. S. Department of Energy  
Southwestern Power Administration  
One West Third Street  
Tulsa, OK 74103-3519  
Attn: Linda A. Morris, Contracting Officer

Table 7-1 summarizes the drawings and data required for electrical equipment being furnished under these specifications.

**TABLE 7-1**

**DRAWINGS AND DATA SCHEDULE FOR POWER AUTOTRANSFORMER**

<b>TYPE OF DRAWINGS AND DATA</b>	<b>SECTION</b>	<b>DELIVERY TIME</b>	<b>TYPE OF MATERI AL</b>	<b>QUANTITY TO PROJEC T MANAG ER</b>	<b>QUANTITY TO ACCOMPA NY THE EQUIPMEN T</b>
Photographs	8	Two weeks after installation of core and coils		3 sets	0
Drawings and data to be furnished by the Contractor	7.1	When equipment is ready for shipment	Reproducibles	4	2
Transformer Data	14	30 days after contract award		1	0
Equipment test reports	7.2	2 weeks after tests are completed	Certified data	4	2

**7.2 Test Reports**

Two weeks after completion of those tests required on the electrical equipment, the Contractor shall furnish certified copies of all test reports, performance curves, and data. Any equipment which does not successfully pass the testing requirements will be rejected. The reports shall be sent to the destination listed in Table 7-1.

**7.3 Mailing Address**

The mailing address for the drawings and technical data to be furnished by the Contractor to the Project Manager is as follows.

U. S. Department of Energy  
Southwestern Power Administration  
One West Third Street  
Tulsa, OK 74103-3519  
Attn: Carlos E. Valencia, S3300

**8 PHOTOGRAPHS**

Three sets of color photographs of the core and coil assembly shall be furnished in accordance with Table 7-1. The photographs shall be taken just prior to placing the completed core and coil assembly into the tank. All photographs shall be 215 mm x 280 mm (8-1/2" x 11") glossy prints labeled with the transformer manufacturer's name and serial number. Five different views shall be provided as follows: top view, front view, left side view, right side view, and rear view.

9      **INSPECTION**

Southwestern or its representative shall at any time during the Contractor's normal working hours be permitted to visit the factory to review the transformer work progression and/or witness testing.

10     **SHIPPING**

The Contractor shall mount and ship impact recorders with the transformer. The impact recorders shall be mounted to provide a permanent record of the magnitude of axial, transverse, and vertical forces to which the transformer will be subjected while in transit. The custody of the impact recorders upon arrival at the site shall be the responsibility of the Contractor. The recorder impact charts shall be delivered to and will become the property of Southwestern.

The dew point of the gas in the tank shall be determined just prior to shipping and at the final shipment destination.

The Contractor shall include a brief statement with the transformer data that describes the method of shipment of the transformer, accessories, and the insulating oil.

The Contractor shall be responsible for obtaining all necessary permits required for round trip shipment of the transformer between the substation and the Contractor's repair facilities.

11     **WARRANTY**

Three years full replacement warranty including transportation cost, disassembling and assembling.

12     **LOSS EVALUATION**

The transformer loss measurements shall be determined in accordance with ANSI C57.12.90 and shall be stated at the nominal voltage tap positions.

The Contractor shall submit the guaranteed loss information required under Section B, line item Nos. 0001A and 0001B with their bid for the repaired transformer. The guaranteed losses information shall also be furnished on the transformer data form. The transformer data shall be submitted 30 days after contract award.

The guaranteed losses will be taken into consideration for the evaluation of bids using the loss dollar values indicated on Design and Data sheets and in Section B.

If the total losses of the repaired transformer are higher than the proposed guaranteed losses by the Contractor, the Contractor's repair price will be reduced using the loss dollar values indicated on Design and Data sheets.

No credit will be given to the Contractor if the measured losses are less than the guaranteed values.

### 13 **DESIGN AND DATA SHEETS**

#### Power Transformer for Southwestern's Poplar Bluff Substation

Quantity of Transformers	1		
Shipping Destination	U.S. Department of Energy Southwestern Power Administration Poplar Bluff Substation Northwest of Poplar Bluff on Road P Butler County Poplar Bluff, Missouri 63901 Dunklin County		
The closest rail siding existing at:	City of Poplar Bluff, Missouri		
The Power Transformer shall have the following ratings and features:  Type  Rated Output (at 55°C Temperature Rise)  Cooling Class  Winding Configuration	Three phase, 60Hz, step-down, outdoor		
	30/40/50 MVA 56 Maximum MVA at 65°C Temperature Rise		
	OA/FA/FA		
	Autotransformer with Tertiary		
<u>Winding/Bushing Data</u>	<u>Nominal Voltage (kilovolts)</u>	<u>Winding BIL (kilovolts)</u>	<u>Bushing BIL (kilovolts)</u>
<u>Winding or Bushing</u>  High Voltage (H) Connection:	161	69	750 wye
Low Voltage (X) Connection:	69	69	350 wye
Tertiary (Y) Connection:	13.8	13.8	110 delta
Neutral (Ho, Xo)			15

<u>Winding Impedances</u> (X) Impedances shall be as follows:  HV to LV  HV to TV  LV to TV		6.3 at nominal voltage, on 30 MVA base  20.7 at nominal voltage, on 30 MVA base  13.1 on 30 MVA base	
Vector Relationship		High Voltage Leading Low Voltage 0 Degrees.	
<u>Current Transformer Data</u> (Additional CTs for operation of the transformer are required. See nameplate.)  <u>Location</u> HV Bushings LV Bushings TV Bushing Neutral Bushing		<u>Ampere Ratio</u>  600/5 MR 600/5 MR 600/5 MR 600/5 MR	<u>Quantity Each Busing</u>  1 1 1 1
Auxiliary Power		120/208 volts AC, 3-phase, 4-wire (Supplied by Southwestern) (one source)	
<u>Loss Analysis</u> The following dollar values will be used to evaluate transformer losses  No Load Losses  Load Losses at 55°C OA Rating		\$6,940/kW  \$5,009/kW	

14 **TRANSFORMER DATA**

(to be returned by successful bidder 10 days after notice of award)

A. Manufacturer	
B. Type of Construction Type of Oil Preservation System	
C. Winding Material:	
1. Low Voltage	
2. High Voltage	

<p>D. Shipment</p> <ol style="list-style-type: none"> <li>Transformer to be shipped by rail car or truck?</li> <li>Major Items Shipped unassembled?</li> <li>Manhours estimated to field assemble the above items?</li> <li>Are transformer, radiators, and all other items shipped in one carload?</li> </ol> <p>If not, state how many carloads.</p> <ol style="list-style-type: none"> <li>Shipment of transformer will be made from (Location)?</li> <li>Shipment of transformer will be made to (Location)?</li> </ol>	<table border="1"> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> </table>							
<p>E. No Load Losses</p> <ol style="list-style-type: none"> <li>90% rated voltage</li> <li>100% rated voltage</li> <li>110% rated voltage</li> </ol>	<table border="1"> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> </table>							
<p>F. Regulation, Percent</p> <ol style="list-style-type: none"> <li>at 1.0 lagging pf: _____kVA</li> <li>at 0.8 lagging pf: _____kVA</li> <li>at 1.0 lagging pf: _____kVA</li> <li>at 0.8 lagging pf: _____kVA</li> <li>at 1.0 lagging pf: _____kVA</li> <li>at 0.8 lagging pf: _____kVA</li> <li>at 1.0 lagging pf: _____kVA</li> <li>at 0.8 lagging pf: _____kVA</li> </ol>	<table border="1"> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> </table>							

G. Losses and Efficiency:  1. At _____ kVA 2. At _____ kVA 3. Guaranteed at 30,000 kVA 4. At _____ kVA	<u>Losses in kW Efficiency</u>				
	<u>No- Load</u>	<u>Load</u>	<u>Total</u>	<u>Aux</u>	<u>Perce nt</u>
H. Percent Impedances 30,000 kVA rating	<u>Positive</u>		<u>Zero</u>		
I. Cooling Equipment  1. OA/FA/FA, OA/FA/FOA, or OA/FOA/FOA  2. Number of Radiators  3. Cooling Fans a. Number b. HP Each c. Total kVA  4. Pumps a. Number b. HP Each c. Total kVA					
J. Oil  1. Manufacturer  2. Type  3. Gallons of oil proposed to be shipped separately from main tank					
K. Allowable Impact Meter Readings					
1. Axial					
2. Vertical					
3. Transverse					

L. Maximum Auxiliary Equipment Load	
1. Voltage	
2. kVA	
3. Single Phase	
M. Equipment Locations	
1. Radiator Banks	
Quadrant No.	
2. Load Tap Changer	
Quadrant No.	
3. HV Bushing	
Quadrant No.	
4. LV Bushing	
Quadrant No.	
5. Neutral Xo Bushing	
Quadrant No.	
6. Control Cabinet	
Quadrant No.	
7. Station Service Enclosure	
Quadrant No.	
N. Surge Arresters	
1. _____-kV arrester manufacturer and rating	
2. _____-kV arrester manufacturer and rating	
3. _____-kV arrester manufacturer and rating	
<i>Additional Requirements: Latest Date for Performance of Short-Circuit Tests</i>	



**ATTACHMENT B**  
**CONTRACT DRAWING LIST AND DRAWINGS**

<u>Drawing Number</u>	<u>Description</u>
NP 253454	Name Plate
NP234520	CT Name Plate
742E634	Outline: Transformer Atmosseal
3922C638	Outline: LTR 65D
D1180L005	Outline Station Arresters: Dimensions
3945B357	Outline Bushing: Dimensions
3945C841	Outline Bushing: Dimensions
1026-E7001	Poplar Bluff Substation Site Plan
Test Reports	General Electric Transformer Serial No. H409867
Environmetrics Test	Analysis Results PCB's In Oil of G.E. Transformer

**ATTACHMENT C**

**SWPA F 2240.7 BANK INFORMATION FOR PAYMENTS**

## BANK INFORMATION FOR PAYMENTS

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

**\* Payment Process cannot begin until this form is completed and received by the Agency \***

AGENCY INFORMATION			
FEDERAL PROGRAM AGENCY U.S. Department of Energy - Southwestern Power Administration		VENDOR #	
AGENCY IDENTIFIER SWPA	AGENCY LOCATION CODE (ALC) 89001601	ACH FORMAT <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP	
ADDRESS Post Office Box 1619 - S5211 Tulsa, Oklahoma 74101	WEB PAGE <a href="http://www.swpa.gov">http://www.swpa.gov</a>	EMAIL ADDRESS cashmgmt@swpa.gov	
CONTACT PERSON NAME Maryann Henry		TELEPHONE NUMBER (918) 595-6641	
ADDITIONAL INFORMATION 2nd Contact - Cathy Stillson (918) 595-6643		FACSIMILE NUMBER (918) 595-6656	
PURCHASING OFFICIAL SIGNATURE		DATE	
PAYEE/COMPANY INFORMATION			
NAME		FEDERAL TAXPAYER IDENTIFICATION NUMBER	
ADDRESS		CHECK TYPE OF BUSINESS ENTITY <input type="checkbox"/> Corporation (C) <input type="checkbox"/> Individual/Sole Proprietor (I) <input type="checkbox"/> Non-Profit (N) <input type="checkbox"/> Partnership (P) <input type="checkbox"/> Federal (F) <input type="checkbox"/> State/Local (S)	
CITY	STATE	ZIP CODE	
CONTACT PERSON NAME		TELEPHONE NUMBER	
CONTACT PERSON SIGNATURE		FACSIMILE NUMBER	
SOUTHWESTERN SENDS AN EMAIL MESSAGE CONTAINING DETAILED PAYMENT INFORMATION FOR EACH ACH PAYMENT PROCESSED.			
EMAIL ADDRESS	EMAIL ADDRESS POINT OF CONTACT NAME	CC: EMAIL ADDRESS	
FINANCIAL INSTITUTION INFORMATION			
NAME		ADDRESS	
CITY	STATE	ZIP	TELEPHONE NUMBER
ACH COORDINATOR NAME		SIGNATURE/DATE	
DEPOSITOR ACCOUNT NUMBER		NINE-DIGIT ROUTING TRANSIT NUMBER	
DEPOSITOR ACCOUNT TITLE			
TYPE OF ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCK BOX			

### PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

**ATTACHMENT D**

**SUSPECT/COUNTERFEIT PARTS CHART**

# SUSPECT/COUNTERFEIT PARTS



## HEADMARK LIST

ALL GRADE 5 AND GRADE 8 FASTENERS OF FOREIGN ORIGIN WHICH DO NOT BEAR ANY MANUFACTURERS' HEADMARKS:



Grade 5



Grade 8

GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

MARK MANUFACTURER



J

Jinn Her (TW)

MARK MANUFACTURER



KS

Kosaka Kogyo (JP)

GRADE 8 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

MARK MANUFACTURER



A

Asahi Mfg (JP)



NF

Nippon Fasteners (JP)



H

Hinomoto Metal (JP)



M

Minamide Sleybo (JP)



MS

Minato Kogyo (JP)



Hollow Triangle

Infasco (CA TW JP YU) (Greater than 1/2 inch dia)



E

Delel (JP)

MARK MANUFACTURER



KS

Kosaka Kogyo (JP)



RT

Takai Ltd (JP)



FM

Fastener Co of Japan (JP)



KY

Kyoei Mfg (JP)



J

Jinn Her (TW)



UNY

Umytha (JP)

GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:

MARK MANUFACTURER



KS

Kosaka Kogyo (JP)

GRADE A325 FASTENERS (BENNETT DENVER TARGET ONLY) WITH THE FOLLOWING HEADMARKS:

MARK MANUFACTURER

Type 1



A325 KS

Kosaka Kogyo (JP)

Type 2

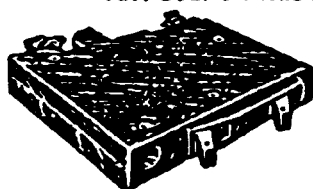


Type 3



Key: CA-Canada, JP-Japan, TW-Taiwan, YU-Yugoslavia

ANY BOLT ON THIS LIST SHOULD BE TREATED AS DEFECTIVE WITHOUT FURTHER TESTING.



OR, IF YOU SEE ANY INDICATION THAT A CIRCUIT BREAKER MAY BE USED OR REFURBISHED (SEE BULLETIN, NO. DOE/EH-0266)

**ATTACHMENT E**

**LIST OF GOVERNMENT-FURNISHED PROPERTY**

Transformer information as shown in the specification.



**ATTACHMENT F**  
**CONTRACTOR SUBMITTAL REQUIREMENTS**

## DRAWINGS AND DATA SCHEDULE FOR POWER AUTOTRANSFORMER

TYPE OF DRAWINGS AND DATA	SECTION	DELIVERY TIME	TYPE OF MATERIAL	QUANTITY TO PROJECT MANAGER	QUANTITY TO ACCOMPANY THE EQUIPMENT
Photographs	8	Two weeks after installation of core and coils		3 sets	0
Drawings and data to be furnished by the Contractor	7.1	When equipment is ready for shipment	Reproducibles	4	2
Transformer Data	14	30 days after contract award		1	0
Equipment test reports	7.2	2 weeks after tests are completed	Certified data	4	2

Drawings or submittals on bushings, etc., as required by the specifications.

**ATTACHMENT G**

**SF-1449/SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>Offeror to Complete Blocks 12, 17, 23, 24, &amp; 30</i>					1. Requisition Number DE-AP75-02SW52310		PAGE 1 OF				
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number DE-AP75-02SW52310		6. Solicitation Issue Date April 15, 2002			
7. For Solicitation Information Call:		a. Name Linda A. Morris				b. Telephone No (No collect calls) (918) 595-6670		8. Offer Due Date/Local Time May 3, 2002 -- 2:00 p.m.			
9. Issued By  U.S. Department Of Energy Southwestern Power Administration One West Third Street, S5710 Tulsa, OK 74103-3519		Code		10. THIS ACQUISITION IS:  <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set-Aside 100% for <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv. Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery for FOB Destination unless block is marked. <input checked="" type="checkbox"/> See Schedule		12. Discount Terms			
						<input type="checkbox"/> 13a. This contract is a rated order under DPAS(15 CFR 700)					
						13b. Rating					
						14. Method of Solicitation <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP					
15. Deliver To U.S. DOE/SWPA Northwest of Poplar Bluff on Road P Butler County Poplar Bluff, MO 63901		Code J19		16. Administered By  Code							
17a. Contractor/Offeror		Code		Facility Code		18a. Payment Will Be Made By U.S. Department of Energy Southwestern Power Administration One West Third Street, S5211 Tulsa, OK 74103-3519		Code			
Phone No.		TIN:									
<input type="checkbox"/> 17b. Check below if remittance is different and put such address in offer.				18b. Submit invoices to address shown in block 18a unless box below is checked. <input type="checkbox"/> See Addendum.							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		Items Being Acquired/Total Price  (Attach Additional Sheets as Necessary)									
25. Accounting and Appropriation Data 131041.NR5.SWPA.330.33000.99.2521.14301000000.FY02.2220.000000							26. Total Award Amount (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached addenda <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached											
<input type="checkbox"/> 27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached addenda <input type="checkbox"/> are <input type="checkbox"/> are not attached											
28. Contractor is required to sign this document and return <u>1</u> copies to  <input checked="" type="checkbox"/> Issuing Office. Contract agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.						29. Award date of contract reference  <input type="checkbox"/> offer dated _____. Your offer on Solicitation (Block 5) including any additions or changes which are set forth herein, is accepted as to items:					
30a. Signature of Offeror/Contractor						31a. United States of America (Signature of Contracting Officer)					
30b. Name and Title of Signer (Type or Print)				30c. Date Signed		31b. Name of Contracting Officer (Type or Print)				31c. Date Signed	
32a. Quantity in Column 21 has been  <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted and Conforms to the Contract Except as Noted						33. Ship Number  <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number		35. Account Verified Correct	
32b. Signature of Authorized Govt. Representative				32c. Date		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final				37. Check Number	
						38. S/R Account No.		39. S/R Voucher No.		40. Paid By	
41a. I certify this account is correct and proper for payment						42a. Received By (Print)					
41b. Signature and Title of Certifying Officer				42c. Date		42b. Received At (Location)					
						42c. Date Rec'd		42d. Total Containers			

**ATTACHMENT H**  
**SUBCONTRACTING PLAN**

INSERT PLAN

**ATTACHMENT I**

**STANDARD FORM 294 SUBCONTRACTING REPORT  
FOR INDIVIDUAL CONTRACTS**

<b>SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS</b> (Whole dollar amounts should be indicated. See instructions on 2 of 2)				FORM APPROVED OMB NUMBER <div style="text-align: center; font-weight: bold;">9000- 0006</div>																			
Public reporting burden for this collection of information is estimated to average 5.73 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0006), Washington D.C. 20503.																							
<b>IMPORTANT: DOD contractors -- complete all items. Civilian contractors - do not complete shaded items unless required by the agency.</b>	1. REPORTING PERIOD: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> OCT 1 - MAR 31      F Y _____  <input type="checkbox"/> APR 1 - SEP 30         </div> </div>		2. TYPE OF REPORT <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> REGULAR  <input type="checkbox"/> FINAL  <input type="checkbox"/> REVISED         </div> </div>		3. DATE SUBMITTED																		
	5. REPORT SUBMITTED AS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUBCONTRACTOR		6. AGENCY OR CONTRACTOR AWARDING CONTRACT (Name, address and ZIP Code)		4. REPORT NO.																		
	8. DATES OF CONTRACT PERIOD OF PERFORMANCE (MM/DD/YY)  FROM: _____ TO: _____		12A. EST. AMT. OF SUBCONTRACT AWDS. UNDER ORIG. CONTRACT  <div style="text-align: center; font-size: 1.2em;">\$</div>		12B. REV. AMT. OF SUBCONTRACT AWDS. UNDER MOD. CONTRACT ( if applicable )  <div style="text-align: center; font-size: 1.2em;">\$</div>																		
	9. PRIME CONTRACT AND SUBCONTRACT NO. ( if applicable )		7. REPORTING CONTRACTOR (Name, address, and ZIP Code)																				
10. ADMINISTERING AGENCY ( if other than Awarding Agency )		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">13A. ORIGINAL GOALS</th> <th style="width: 15%;">DOLLARS</th> <th style="width: 15%;">PERCENT</th> </tr> <tr> <td>1. SMALL BUSINESS CONCERNS</td> <td></td> <td></td> </tr> <tr> <td>2. SMALL DISADV. BUSINESS CONCERNS</td> <td></td> <td></td> </tr> <tr> <td>13B. REVISED GOALS ( if applicable )</td> <td></td> <td></td> </tr> <tr> <td>1. SMALL BUSINESS CONCERNS</td> <td></td> <td></td> </tr> <tr> <td>2. SMALL DISADV. BUSINESS CONCERNS</td> <td></td> <td></td> </tr> </table>				13A. ORIGINAL GOALS	DOLLARS	PERCENT	1. SMALL BUSINESS CONCERNS			2. SMALL DISADV. BUSINESS CONCERNS			13B. REVISED GOALS ( if applicable )			1. SMALL BUSINESS CONCERNS			2. SMALL DISADV. BUSINESS CONCERNS		
13A. ORIGINAL GOALS	DOLLARS	PERCENT																					
1. SMALL BUSINESS CONCERNS																							
2. SMALL DISADV. BUSINESS CONCERNS																							
13B. REVISED GOALS ( if applicable )																							
1. SMALL BUSINESS CONCERNS																							
2. SMALL DISADV. BUSINESS CONCERNS																							
11A. ORIGINAL CONTRACT AMOUNT  <div style="text-align: center; font-size: 1.2em;">\$</div>	11B. REVISED CONTRACT AMOUNT ( if applicable )  <div style="text-align: center; font-size: 1.2em;">\$</div>		14. GOAL AMOUNTS IN 13A. AND 13B. <input type="checkbox"/> DO INCLUDE INDIRECT COSTS <input type="checkbox"/> DO NOT INCLUDE INDIRECT COSTS																				
<b>SUBCONTRACT AWARDS</b>																							
DIRECT SUBCONTRACT AWARDS		THIS REPORTING PERIOD		CUMULATIVE (From beginning of Subcontract Plan)																			
		DOLLARS	PERCENT	DOLLARS	PERCENT																		
15A. SMALL BUSINESS CONCERNS ( include Disadv. ) ( \$ amt. and % of 15C. )																							
15B. LARGE BUSINESS CONCERNS ( \$ amt. and % of 15C. )																							
15C. TOTAL ( Sum of 15A. and 15B. )			100		100																		
16. SMALL DISADVANTAGE BUSINESS CONCERNS ( \$ amt. and % of 15C. )																							
INDIRECT SUBCONTRACT AWARDS		DOLLARS																					
		THIS REPORTING PERIOD		CUMULATIVE (From beginning of Subcontract Plan)																			
17A. SMALL BUSINESS CONCERNS ( Not Disadvantaged )																							
17B. LARGE BUSINESS CONCERNS																							
17C. SMALL DISADVANTAGE BUSINESS CONCERNS																							
18. REMARKS ( Enter a short narrative explanation if: (a) Small Business or Small Disadvantaged Business accomplishments fall below that which would be expected using a straight line projection of goals through the period of contract performances or (b) either goal is not met if this is the final report. )																							
19. TYPED NAME AND TITLE OF INDIVIDUAL ADMINISTERING SUBCONTRACTING PLAN		SIGNATURE		TELEPHONE NO.  (    )																			
20. TYPED NAME AND TITLE OF APPROVING OFFICER		SIGNATURE		DATE																			



## GENERAL INSTRUCTIONS

1. This form collects subcontract data from Federal contractors and subcontractors that: (a) hold one or more contracts over \$500,000. ( \$1 million for construction ); and (b) are required to report subcontract awards to Small Business (SB) and Small Disadvantaged Business (SDB) concerns under a subcontracting plan pursuant to the Small Business Act of 1958.
2. Reports shall be submitted to the contracting officer semi-annually during the period of contract performance. A separate report is required for each contract at contract completion. This report is due by the 30th day of the month following the close of the reporting periods, in accordance with instructions contained in the contract or subcontract, or as directed by the contracting officer. Reports are required when due, including negative reports (i.e., when there has been no subcontracting activity or there has been no change from the last reporting period.
3. This report should not be submitted by small business concerns.
4. This report is not required for commercial products for which a company - wide annual plan has been approved. The Summary Subcontract Report (SF 295) is required for commercial products in accordance with instructions on this form.
5. Only subcontracts involving performance within the U.S., its possessions, Puerto Rico, and the Trust Territory of the Pacific Islands should be included in this report.
6. All dollar amounts shall be rounded to the nearest whole dollar. All percentages shall be rounded to the nearest tenth of one percent.

## SPECIFIC INSTRUCTIONS ( for items which are not self explanatory )

- ITEM 1: Check the appropriate block for the reporting period through which the report is being submitted and enter the Federal fiscal year ( October 1 through September 30 ). Leave blank if this is a final report.
- ITEM 2: Check whether report is a regular report or final report and / or is a revision.
- ITEM 4: Specify the sequential report covering this contract. The initial report shall be identified as Report Number 1.
- ITEM 5: Check whether the reporting contractor is reporting as a Federal Prime contractor or a subcontractor.
- ITEM 6: Enter the name and address of the Federal Department or Agency awarding the contract, or the prime contractor awarding the subcontract.
- ITEM 7: Enter the name and address of the contractor submitting the report.
- ITEM 8: Enter the beginning and projected ending dates of the period of performance of the contract, including priced option periods.
- ITEM 10: Identify the Federal agency administering the contract if other than the awarding agency. If DOD is the administering agency, identify the appropriate military department, i.e., Army, Navy, Air Force, or Defense Logistics Agency. This item is not required if reporting as a subcontractor.
- ITEM 11A: Enter the total dollar value of the original contract. ( State the estimated cost if cost-type contract, price if fixed-price contract, and maximum contract amount if indefinite quantity contract. Include all priced options.)
- ITEM 11B: If the dollar value of the original contract has been modified, enter the revised contract amount.
- ITEM 12A: Enter the estimated dollar value of subcontracts as set forth in the Subcontracting Plan in the original contract.
- ITEM 12B: If the dollar value of the Subcontracting Plan has been modified, enter the revised amount under the modified contract.
- ITEM 13A: Enter in the appropriate blocks the dollar amount and percent of the reporting contractor's total planned subcontract awards contractually agreed

upon as goals for subcontracting with SB and SDB concerns. NOTE: In 13A(1) the amounts entered should include planned subcontracting with both SB and SDB concerns. In 13A(2) the amounts entered should reflect only planned subcontracting with SDB concerns. (For DOD contracts, include planned subcontract awards to Historically Black Colleges and Universities or Minority Institutions ( HBCUs / MIs ) in 13A(1) and 13A(2).)

ITEM 13B: If the original goals agreed upon at contract award have been revised as a result of contract modifications, the amounts entered should reflect those revised goals. NOTE: In 13B(1), the amounts should include planned subcontracting with both SB and SDB concerns, if applicable. In 13B(2) the amounts entered should reflect only planned subcontracting with SDB concerns. ( For DOD contracts, include planned subcontract awards to HBCUs / MIs in 13B(1) and 13B(2). )

ITEM 14: Check the appropriate block to indicate whether indirect awards are included in the goal amounts entered in items 13A and 13B as specified in the Subcontracting Plan.

ITEM 15A: Enter the dollar amount and percent of subcontracting with SDB concerns, including subcontracting with SDB concerns for this period and cumulatively. This item reflects progress toward Small Business goal accomplishment indicated in items 13A(1) or 13B(1) ( if applicable ), and includes indirect awards if such costs are included in goal amounts. For DOD contracts include subcontract awards to HSCUs / MIs.

ITEM 15B: Enter the amounts for subcontracting with large business concerns ( excluding subcontracts with non-profit, educational institutions, and state / local governments ) for this period and cumulatively. Include indirect awards if such costs are included in goal amounts.

ITEM 15C: Total the dollar amounts of items 15A and 15B.

ITEM 16: Enter the dollar amount of subcontracting with SDB concerns only ( for DOD include subcontracts with HBCUs and MIs ) and the percent that this amount represents of total subcontracting for this period and cumulatively. This item reflects progress toward Small Disadvantaged Business goal accomplishment as indicated in item 13A(2) or 13B(2) ( if applicable ), and includes indirect awards if such costs are included in goal amounts.

ITEM 17: For DOD activities, if indirect awards are included in goal amounts ( as indicated in item 14 ), enter the dollar amount of indirect subcontracting with SB ( including SDB and HBCUs / MIs ), Large Business, and SDB concerns ( including HBCUs / MIs ). These amounts are subsets of items 15A, 15B, and 16, respectively, and represent the portion of goal achievement being accomplished by indirect subcontracting.

ITEM 19: Enter the name, title, signature and telephone number of the reporting contractor's administrator responsible for monitoring the Subcontracting Plan.

ITEM 20: The approving officer shall be the senior official of the company, division, or subdivision ( plant or profit center ) responsible for contract performance.

## DEFINITIONS

1. Commercial Products means products sold in substantial quantities to the general public and / or industry at established catalog or market prices.
2. Subcontract means a contract, purchase order, amendment, or other legal obligation executed by the reporting organization calling for supplies or services required for the performance of the original contract or subcontract. Purchases from a corporation, company, or subdivision which is an affiliate of the reporting organization are not considered "subcontracts" and are not to be included in this report.
3. Direct Subcontract Awards are those which are identified with the performance of a specific government contract, including the allocable parts of awards for materials which are to be incorporated into products under more than one Government contract.
4. Indirect Subcontract Awards are those which, because of incurrence for common or joint purposes, are not identified with specific Government contracts; these awards are related to Government contract performance but remain for allocation after direct awards have been determined and identified to specific Government contracts.

**ATTACHMENT J**

**STANDARD FORM 295 SUMMARY SUBCONTRACT REPORT**

**SUMMARY SUBCONTRACTING REPORT**  
**( See instructions on 2 of 2 )**

FORM APPROVED OMB NUMBER

9000- 0007

Public reporting burden for this collection of information is estimated to average 5.73 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0007), Washington D.C. 20503.

<b>IMPORTANT: DOD contractors – complete all items. Civilian contractors - do not complete shaded items unless required by the agency.</b>	1. REPORTING PERIOD (check one)		2. TYPE OF REPORT		
	A. DOD FEDERAL F Y 19 _____ QUARTER ENDING : <input type="checkbox"/> DEC 31 <input type="checkbox"/> JUN 30 <input type="checkbox"/> MAR 31 <input type="checkbox"/> SEP 30		B. CIVILIAN FEDERAL F Y 19 _____ <input type="checkbox"/> ANNUAL ( OCT 1 - SEP 30 ) ( except commerical product ) C. DOD & CIVILIAN FEDERAL F Y 19 _____ <input type="checkbox"/> ANNUAL ( OCT 1 - SEP 30 ) ( commercial product )		<input type="checkbox"/> REGULAR <input type="checkbox"/> FINAL <input type="checkbox"/> REVISED
	3. CONTRACTING AGENCY		4. ADMINISTERING AGENCY ( If different from item 3 )		
5. DATE OF LAST GOV. REVIEW	6. REVIEWING AGENCY		7. CONTRACTOR ESTABLISHMENT CODE ( If available )	8. REPORT SUBMITTED AS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> BOTH	
9. CORPORATION, COMPANY OR SUBDIVISION COVERED ( Name, address, ZIP code )		10. MAJOR PRODUCTS OR SERVICE LINES			

**CUMULATIVE FISCAL YEAR SUBCONTRACT AWARDS**  
( Report in whole dollars )

SUBCONTRACT AWARDS	CURRENT FY ( Through Reporting Qtr. )		SAME PERIOD LAST YEAR	
	DOLLARS	PERCENT	DOLLARS	PERCENT
11A. SMALL BUSINESS CONCERNS ( include Disadv. ) ( \$ amt. and % of 11C. )				
11B. LARGE BUSINESS CONCERNS ( \$ amt. and % of 11C. )				
11C. TOTAL ( Sum of 11A. and 11B. )		100		100
12. SMALL DISADVANTAGE BUSINESS CONCERNS ( \$ amt. and % of 11C. )				
13. WOMEN - OWNED SMALL BUSINESS CONCERNS				
14. LABOR SURPLUS AREA CONCERNS ( \$ amt. and % of 11C. )				
15. HIST. BLACK COLLEGES & UNIV / MINORITY INST.				
16. REMARKS ( Enter a short narrative explanation if: (a) zero is entered in Blocks 11A or 12 for the current fiscal year, (b) the percent entry in Block 11A for current fiscal year is more than 5 percentage points below the percent reported for the same period last year, or (c) the percent entry in Block 12 for the current fiscal year is lower than the percent reported for the same period last year. )				

**SUBCONTRACT GOAL ACHIEVEMENT**  
( Report in whole dollars )

CONTRACTS			NO. OF CONTRACT S WITH GOALS	TOTAL \$ VALUE OF SUBCONTRACTS AWARDED	\$ VALUE OF SUBCONTRACT GOALS	ACTUAL GOAL ACHIEVEMENT		
						DOLLARS	PERCENTAGE	
17. CONTRACTS WITH SMALL BUSINESS SUBCONTRACT GOALS	A. ACTIVE CONTRACTS							
	B. CONTRACTS COMPLETED THIS QTR.	( 1 ) WHICH MET GOALS						
		( 2 ) NOT MEETING GOALS						
18. CONTRACTS WITH SMALL DISADV. BUSINESS SUB-CONTRACT GOALS	A. ACTIVE CONTRACTS							
	B. CONTRACTS COMPLETED THIS QTR.	( 1 ) WHICH MET GOALS						
		( 2 ) NOT MEETING GOALS						
19. NAME AND TITLE OF LIAISON OFFICER			SIGNATURE		DATE	TELEPHONE NO.		
20. NAME AND TITLE OF THE APPROVING OFFICER			SIGNATURE			DATE		

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is not usable295 - 102  
1 OF 2STANDARD FORM 295 ( Rev. 1-90 )  
Prescribed by GSA - FAR ( 48 CFR ) 53.219(b)

## GENERAL INSTRUCTIONS

1. This form collects subcontract data from Federal contractors and subcontractors that: (a) hold one or more contracts over \$500,000. ( \$1 million for construction ); and (b) are required to report subcontract awards to Small Business (SB) and Small Disadvantaged Business (SDB) concerns under a subcontracting plan and to report subcontract awards to Women - Owned Small Business Concerns ( WOSB ), pursuant to the Small Business Act of 1958.
2. This report may be submitted on a corporate, company, or subdivision ( e.g. plant or division operating as a separate profit center ) basis, unless otherwise directed by the agency awarding the contract. However, after submission of the first report on this form, the reporting organization shall submit succeeding reports on the same basis.
3. If a reporting organization is performing work for more than one Federal agency, a separate report shall be submitted to each agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$500,000 ( \$1 million for construction ) and contains a subcontracting plan. ( See special instructions for commercial products plans .)
4. For DOD activities, reports shall be submitted quarterly, except that, for contracts covered by an approved company -- wide subcontracting plan for commercial products, reports shall be submitted annually. Reports are due 30 days after the close of each reporting period. For civilian agencies, reports shall be submitted annually. For civilian agencies, reports are due 30 days after the close of the fiscal year ( September 30 ). See special instructions for commercial products plans below.
5. All dollars amounts shall be rounded to the nearest whole dollar. All percentages shall be rounded to the nearest tenth of one percent.
6. Only subcontracts involving performance within the U.S., its possessions, Puerto Rico, and the Trust Territory of the Pacific Islands should be included in this report.
7. Subcontract award data reported on this form shall be limited to awards made by the reporting organization to its immediate subcontractors. Reporting organizations may not take credit for awards made by lower tier subcontractors.

## SPECIFIC INSTRUCTIONS

ITEM 2: Check whether report is a regular report or final report and / or is a revision. Final report should be checked only if contractor has completed all Government contracts containing subcontracting plans.

ITEM 3: If reporting as a "Prime Contractor" or "Both" in item 8, identify the agency ( e.g. DOD, HUD, GSA, etc. ) which awarded the prime contract(s) to the reporting organization. If reporting as a "Subcontractor" in item 8, identify the department or agency responsible for the prime contract award(s) which resulted in the largest dollar value subcontract of those subcontracts reflected in this report.

ITEM 4: Identify the department or agency performing contract administration over the reporting organization ( if different from Item 3 ). For DOD contracts enter the military department or agency which has responsibility for the subcontracting program of the reporting entity ( e.g. Army, Navy, Air Force, or Defense Logistics Agency ), not the "Office of the Deputy Secretary of Defense."

ITEM 5 & 6: Enter the date of the last formal surveillance review conducted by the cognizant department or agency Small and Disadvantage Business Specialist or other review personnel. For DOD also identify the military department or Defense Contract Administration Service that conducted the review. In those cases where the Small Business Administration conducted its own review, enter "SBA" and the date.

ITEM 7: Enter the nine position number assigned by Dun & Bradstreet that identifies the contractor establishment, if available.

ITEM 8: Check whether the reporting organization is reporting as a Federal Prime contractor or a subcontractor or both.

ITEM 9: Enter the name and address of the reporting organization, corporation, company, or subdivision thereof which is covered by the data submitted.

ITEM 10: Identify the major product or service lines of the reporting organization.

ITEM 11 & 12: These entries include all subcontract awards, both those made under contracts with plans and goals and those made under contracts which do not have plans and goals. Amounts reported include both direct awards and an appropriate prorated portion of indirect awards. Base the indirect portion on the percentage of work being performed for the organization to which the report is being submitted ( shown in Item 3 ) in relation to other work being performed by the reporting organization. Do not include awards made in support of commercial business being performed by the reporting entity. For DOD activities, report on a quarterly cumulative basis until the end of the fiscal year (September 30) and begin a new quarterly reporting cycle each October 1.

ITEM 11A: Report all subcontract awards to SB's ( including subcontracts with SDB's and WOSB's ) regardless of dollar value, made by the reporting organization under all Federal prime contracts awarded by the contracting agency shown in item 3, and/or under all subcontracts under prime contracts, if reporting as a subcontractor. ( For DOD contracts, include subcontracting awards to Historically Black Colleges and Universities ( HBCUs ) and Minority Institutions ( MIs ).

ITEM 11B: Report all subcontract awards to large business, regardless of dollar value, made by the reporting organization under all Federal prime contracts awarded by the contracting agency shown in item 3, and/or under all subcontracts under prime contracts, if reporting as a subcontractor. For DOD contracts exclude subcontract awards to HBCUs and MIs.

ITEM 12: Report all subcontract awards to SDBs ( including Women-Owned SDBs ) regardless of dollar value, made by the reporting organization under all Federal prime contracts awarded by the contracting agency shown in item 3, and/or under all subcontracts under prime contracts, if reporting as a subcontractor. For DOD contracts include subcontract awards to HBCUs and MIs.

ITEM 13: Report all subcontract awards to WOSBs. This amount is a subset of item 11A.

ITEM 14: Show dollar amount of subcontracts valued over \$25,000 placed with Labor Surplus Area (LSA) concerns ( i.e. those that will perform substantially in Labor Surplus Areas ). Prime contractors are also encouraged to include awards valued less than \$25,000 if such additional reporting does not impose a burden on the contractor. LSAs are identified in the Department of Labor publication "Area Trends in Employment and Unemployment" which can be obtained from the Federal agency contracting officer or by writing to Employment and Training Administration, ( Attn: TPPL ), Department of Labor, 601 "D" Street, Washington D.C. 20213.

ITEM 16: For DOD, enter the dollar value of all subcontracts with HBCUs / MIs. This is a subset of awards to SDBs ( item 12 ).

ITEMS 17 & 18: For each item ( as applicable ), enter the number of prime and subcontracts valued over \$500,000 ( \$1 million for construction ) which have goals, the dollar value of all subcontracts awarded to date under these contracts, the dollar value of subcontract goals as set forth in subcontracting plan, and for completed contracts, your actual goal achievement expressed in dollars and percent of goal. The percentage of actual goal achievement is determined by dividing the amount of dollars shown in the column entitled "Actual Goal Achievement" by the dollars shown in the column entitled "\$ Value of Subcontract Goals". Information presented in this section represents subcontract awards from the inception of the contract(s) and is not restricted to this fiscal year. The percentages reported in item 16B(1) and 17B(1) will always be 100 or more and the percentages reported in items 16B(2) and 17B(2) will always be less than 100.

ITEM 19: The liaison officer shall be the reporting contractor's official responsible for administering the subcontracting program.

ITEM 20: The approving officer shall be the chief executive officer or in the case of a separate division or plant, the senior individual responsible for overall division plant operations.

## SPECIAL INSTRUCTIONS FOR COMMERCIAL PRODUCTS PLANS

1. Reporting organizations that have an approved company--wide annual subcontracting plan for commercial products shall submit this report annually as of September 30 each year.
2. The annual report shall include all subcontracting activity under commercial products plans in effect during the Government fiscal year and shall be submitted in addition to required reports for other than commercial products, if any.
3. Enter in items 11 and 12 the total of all subcontract awards under the reporting organization's commercial products plans. Show in item 16 or in an attachment, the percentage of this total attributable to each agency from which contracts for such commercial products were received. Send a copy of this report to each agency on that listing.
4. Do not complete items 17 and 18.

## DEFINITIONS

1. Commercial Products means products sold in substantial quantities to the general public and / or industry at established catalog or market prices.
2. Subcontract means a contract, purchase order, amendment, or other legal obligation executed by the reporting organization calling for supplies or services required for the performance of the original contract or subcontract. Purchases from a corporation, company, or subdivision which is an affiliate of the reporting organization are not considered "subcontracts" and are not to be included in this report.
3. Direct Subcontract Awards are those which are identified with the performance of a specific government contract, including the allocable parts of awards for materials which are to be incorporated into products under more than one Government contract.
4. Indirect Subcontract Awards are those which, because of incurrence for common or joint purposes, are not identified with specific Government contracts; these awards are related to Government contract performance but remain for allocation after direct awards have been determined and identified to specific Government contracts.

## SUBMITTAL ADDRESSES

### FOR DOD CONTRACTORS:

Prepare a consolidated report for all contracts awarded by military department / agencies for the Department of Defense ( DOD ) and / or subcontracts awarded by DOD prime contractors ( i.e., do not segregate subcontract data by DOD component ). DOD contractors involved in construction and related maintenance and repair, however, shall prepare separate reports for each DOD component, segregating subcontract data accordingly. All contractors shall distribute the original and copies as follows:

- ( 1 ) The original of each report directly to the office listed below whose military activity is responsible for the administration of the majority of the organization's DOD contracts / subcontracts. Contractors involved in construction and related maintenance shall submit separate, unique reports to each DOD component which administers their DOD contracts:  
ARMY - Director of Small and Disadvantaged Business Utilization, Office of the Secretary of the Army, Washington D.C. 20310-0106  
NAVY - Director of Small and Disadvantaged Business Utilization, Office of the Secretary of the Navy, Washington D.C. 20360-5000  
AIR FORCE - Director of Small and Disadvantaged Business Utilization, Office of the Secretary of the Air Force, Washington D.C. 20330-1000  
DLA - Staff Director of Small and Disadvantaged Business Utilization, HQ Defense Logistics Agency ( DLA - U ) Cameron Station, Alexandria, VA 22304-6100
- ( 2 ) A copy of each report directly to the Office of the Deputy Secretary of Defense, Attention: Director of Small and Disadvantaged Business Utilization, the Pentagon, Washington D.C. 20301-3061
- ( 3 ) A copy to the cognizant contract administration office

### FOR CIVILIAN AGENCY CONTRACTORS:

NASA - Forward reports to NASA - Office of Procurement ( HM ), Washington D.C. 20546  
DOE - Forward reports to DOE - Office Small and Disadvantaged Business Utilization, Washington D.C. 20585

OTHER FEDERAL DEPARTMENTS OR AGENCIES - Forward reports to the Department or Agency Director of Small and Disadvantaged Business Utilization, or as otherwise provided for in instructions issued by the Department or Agency.

**ATTACHMENT K**  
**SUBCONTRACTING REPORTING SYSTEM (SRS) QUICK REFERENCE CARD**

## Subcontracting Reporting System – Contractor Quick Reference Card

This reference card is intended for users of the “Contractor Role”. This allows the user to prepare and submit SF294 and SF295 reports via the internet. Your registration request must be approved before you will be allowed to access SRS.

- **Registration**
  - Register as “Contractor Role” using your DUNS number
  - Choose your own loginID and password
  - Your registration must be approved by your local HCA Office before you can access SRS
  - You will be emailed automatically when your registration is approved
- **Login**
  - Enter your loginID and password
  - The main menu of the contractor role will display
- **Create SF294**
  - Select SF294 menu
  - The SF294 Worklist menu will appear.
  - Select “Create SF294 for Prime Contractor” (or Subcontractor)
  - A list of Awards associated with your DUNS will be displayed
  - Select the desired Award number from the list
  - The SF294 data entry form will appear
  - Complete the required/optional fields
  - Save the SF294 as a draft
  - The SF294 menu will appear again displaying an entry for the draft SF294 you just created
- **Update SF294**
  - Select the desired SF294 by clicking on the radio button next to the SF294 entry
  - Click on the “Update SF294” button.
  - The draft SF294 will appear with the information you entered when it was created
  - Make the appropriate changes (if any) and save the draft SF294
  - The SF294 menu will reappear
- **Submit SF294**
  - When you are ready to submit the SF294, select the desired draft SF294 and press the “Submit” button
  - The SF294 will be sent to the HCA Office designated by the system
  - The SF294 menu will reappear without the entry you just submitted
- **SF294 Review Process**
  - The SF294 will be reviewed by the HCA Office
  - If approved, it will be forwarded to DOE Headquarters
  - If there is a problem, the SF294 will be returned to you (you will be notified by email if that option is selected by the HCA). The SF294 will reappear in your SF294 menu worklist.
  - Follow the process for “Update SF294”. Fix the problem with the SF294 and resubmit.
- **Create SF295**
  - Select SF295 menu
  - The SF295 Worklist menu will appear.
  - Select “Create SF295”
  - The SF295 data entry form will appear
  - Complete the required/optional fields
  - Save the SF295 as a draft

## Subcontracting Reporting System – Contractor Quick Reference Card

- The SF295 menu will appear again displaying an entry for the draft SF295 you just created
- **Update SF295**
  - Select the desired SF295 by clicking on the radio button next to the SF295 entry
  - Click on the “Update SF295” button.
  - The draft SF295 will appear with the information you entered when it was created
  - Make the appropriate changes (if any) and save the draft SF295
  - The SF295 menu will reappear
- **Submit SF295**
  - When you are ready to submit the SF295, select the desired draft SF295 and press the “Submit” button
  - The SF295 will be sent to the HCA Office that approved your registration request
  - The SF295 menu will reappear without the entry you just submitted
- **SF295 Review Process**
  - The HCA Office that approved your registration request will review the SF295.
  - If approved, it will be forwarded to DOE Headquarters
  - If there is a problem, the SF295 will be returned to you (you will be notified by email if that option is selected by the HCA). The SF295 will reappear in your SF295 menu worklist.
  - Follow the process for “Update SF295”. Fix the problem with the SF295 and resubmit.

**ATTACHMENT L**  
**RESPONSE ON CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWINGS**



**Repair and Rewind of a 30/40/50 MVA Autotransformer at Poplar Bluff Substation and Poplar Bluff, Missouri.**

	<u>SIGNATURE</u>	<u>DATE</u>
I have examined and understood the project drawings and specifications	<hr/>	<hr/>
I have inspected the project site	<hr/>	<hr/>
I waive the right to inspect the project site	<hr/>	<hr/>

**C.02 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)**

**C.03 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)**

**C.04 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)**

**C.05 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) - ALTERNATE I (OCT 2000)**

- (a)
  - (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_335311\_\_\_\_.
  - (2) The small business size standard is \_\_\_\_500 employees..
  - (3) The small business size standard for a concern which submits a bid in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
  - (1) The bidder represents as part of its bid that it ☐ is, ☐ is not a small business concern.
  - (2) [Complete only if the bidder represented itself as a small business concern in paragraph (b)(1) of this provision.] The bidder represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
  - (3) [Complete only if the bidder represented itself as a small business concern in paragraph (b)(1) of this provision.] The bidder represents as part of its bid that it ☐ is, ☐ is not a women-owned small business concern.
  - (4) [Complete only if the bidder represented itself as a small business concern in paragraph (b)(1) of this provision.] The bidder represents as part of its bid that it ☐ is, ☐ is not a veteran-owned small business concern.
  - (5) [Complete only if the bidder represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The bidder represents as part of its bid that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
  - (6) [Complete only if bidder represented itself as a small business concern in paragraph (b)(1) of this provision.] The bidder represents, as part of its bid, that-
    - (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The bidder shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**C.06 FAR 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (OCT 1999)**

**C.07 FAR 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEC 2001)**

**C.08 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

**C.09 FAR 52.222-26 EQUAL OPPORTUNITY (FEB 1999)**

**C.10 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR PRODUCTS (AUG 2000)**

**C.11 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR PRODUCTS (AUG 2000)--ALTERNATE I (AUG 2000)**

**C.12 FAR 52.225-1 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--SUPPLIES (FEB 2000)**

**C.13 FAR 52.225-3 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE A**

**C.14 FAR 52.225-3 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT--BALANCE OF PAYMENTS PROGRAM (FEB 2000)--ALTERNATE I (FEB 2000)**

**C.15 FAR 52.225-3 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT--BALANCE OF PAYMENTS PROGRAM (FEB 2000)--ALTERNATE II (FEB 2000)**

**C.16 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2000)**

**C.17 FAR 52.225-16 SANCTIONED EUROPEAN UNION COUNTRY SERVICES (FEB 2000)**

**C.18 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION MAY 1999)**

**C.19 FAR 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the bidder certifies, by signing this bid, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

**C.20 FAR 52.237-1 SITE VISIT (APR 1984)**

Bidders or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**C.21 FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**

**C.22 FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (JUNE 1998)**

**C.23 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**

(a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

- (1) Postconsumer fiber; and
- (2) Manufacturing wastes such as--
  - (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
  - (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.
- (b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as bids, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.
- (c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

#### **C.24 FAR 52.211-8 TIME OF DELIVERY (JUN 1997)**

- (a) The Government requires delivery to be made according to the following schedule:

### REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001	1	180 or 6 Months
0002	1	180 or 6 Months
0003	1	180 or 6 Months
0004	1	30 or 1 month

The Government will evaluate equally, as regards time of delivery, bids that propose delivery of each quantity within the applicable delivery period specified above. Bids that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an bidder bids an earlier delivery schedule than required above. If the bidder proposes no other delivery schedule, the required delivery schedule above will apply.

### BIDDER'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
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- (b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of bid mailed, or otherwise furnished to the successful bidder, results in a binding contract. The Government will mail or otherwise furnish to the bidder an award or notice of award not later than the day award is dated. Therefore, the bidder should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an bid that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the bid will be considered nonresponsive and rejected.

### **C.25 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2001)**

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- (1) 52.222-3, Convict Labor (E.O. 11755).
  - (2) 52.233-3, Protest after Award (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by

reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- |         |      |   |
|---------|------|---|
| _____ X | (1)  | 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).  |
| _____   | (2)  | 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).  |
| _____   | (3)  | 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the bidder elects to waive the preference, it shall so indicate in its bid).   |
| _____   | (4)  | (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).  |
| _____   |      | (ii) Alternate I to 52.219-5.   |
| _____   |      | (iii) Alternate II to 52.219-5.   |
| _____ X | (5)  | 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).   |
| _____ X | (6)  | 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).   |
| _____ X | (7)  | 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).  |
| _____   | (8)  | (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the bidder elects to waive the adjustment, it shall so indicate in its bid). |
| _____   |      | (ii) Alternate I of 52.219-23.  |
| _____ X | (9)  | 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).  |
| _____ X | (10) | 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).  |
| _____ X | (11) | 52.222-21, Prohibition of Segregated Facilities (Feb 1999).   |
| _____ X | (12) | 52.222-26, Equal Opportunity (E.O. 11246).  |



- |                  |      |  |
|------------------|------|--|
| _____            | (13) | 52.222-35, Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).  |
| <u>    X    </u> | (14) | 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).   |
| _____            | (15) | 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).   |
| <u>    X    </u> | (16) | 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).  |
| <u>    X    </u> | (17) | (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).  |
| <u>    X    </u> |      | (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).  |
| <u>    X    </u> | (18) | 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a - 10d).   |
| <u>    X    </u> | (19) | (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note). |
| <u>    X    </u> |      | (ii) Alternate I of 52.225-3.  |
| <u>    X    </u> |      | (iii) Alternate III of 52.225-3.   |
| <u>    X    </u> | (20) | 52.225-5, Trade Agreements (19 U.S.C. 2501, et. seq., 19 U.S.C. 3301 note).  |
| <u>    X    </u> | (21) | 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).   |
| <u>    X    </u> | (22) | 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).  |
| <u>    X    </u> | (23) | 52.225-16, Sanctioned European Union Country Services (E.O. 12849).  |
| _____            | (24) | 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).   |
| _____            | (25) | 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).  |
| _____            | (26) | 52.232-36, Payment by Third Party (31 U.S.C. 3332).  |
| _____            | (27) | 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).  |

- \_\_\_\_\_ X (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- \_\_\_\_\_ (ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- \_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA)(41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any

record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
  - (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-35, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
  - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
  - (4) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996); and
  - (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

**C.26 FAR 52.225-8 DUTY-FREE ENTRY (FEB 2000)**

- (a) Definition. "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.
- (b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.
- (c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:
  - (1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including without limitation, raw materials, components, and intermediate assemblies) in excess of \$10,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the--
    - (i) Foreign supplies;
    - (ii) Estimated amount of duty; and
    - (iii) Country or origin.

- (2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.
- (3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.
- (d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if--
  - (1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and
  - (2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.
- (e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.
- (f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.
- (g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the--
  - (1) Delivery address of the Contractor (or contracting agency, if appropriate);
  - (2) Government prime contract number;
  - (3) Identification of carrier;
  - (4) Notation "UNITED STATES GOVERNMENT, \_\_\_\_\_ [agency] \_\_\_\_\_, Duty-free entry to be claimed pursuant to Item No(s) \_\_\_\_\_ [from Tariff Schedules] \_\_\_\_\_, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify [cognizant contract administration office] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";
  - (5) Gross weight in pounds (if freight is based on space tonnage, state cubic fee in addition to gross shipping weight); and
  - (6) Estimated value in United States dollars.
- (h) The Contractor shall instruct the foreign supplier to--
  - (1) Consign the shipment as specified in paragraph (g) of this clause;

- (2) Mark all packages with the words "UNITED STATES GOVERNMENT" and the title of the contracting agency; and
- (3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.
- (i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies, or for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the--
  - (1) Foreign supplies;
  - (2) Country of origin;
  - (3) Contract number; and
  - (4) Scheduled delivery date(s).
- (j) The Contractor shall include the substance of this clause in any subcontract if--
  - (1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or
  - (2) Other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

**C.27 FAR 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)**

In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.

**C.28 FAR 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)**

- (a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--
  - (1) The Contractor submits a timely written request for an equitable adjustment; and
  - (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for

Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

- (c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--
  - (1) For reasonable wear and tear;
  - (2) To the extent property is consumed in performing this contract; or
  - (3) As otherwise provided for by the provisions of this contract.
- (d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.
- (e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

**C.29 FAR 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)**

- (a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.
- (b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.
- (c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.
- (d) The certificate shall read as follows:

"I certify that on \_\_\_\_\_ [insert date], the \_\_\_\_\_  
\_\_\_\_\_ [insert Contractor's name] furnished the  
supplies or services called for by Contract No. \_\_\_\_\_ via  
\_\_\_\_\_ [Carrier] on \_\_\_\_\_

\_\_\_\_\_ [identify the bill of lading or shipping document]  
in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**C.30 FAR 52.247-34 F.O.B. DESTINATION (NOV 1991)**

- (a) The term "f.o.b. destination," as used in this clause, means--
- (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
  - (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.
- (b) The Contractor shall--
- (1)
    - (i) Pack and mark the shipment to comply with contract specifications; or
    - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
  - (2) Prepare and distribute commercial bills of lading;
  - (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

**C.31 FAR 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)**

- (a) The term "f.o.b. destination, within consignee's premises," as used in this clause, means free of expense to the Government delivered and laid down within the doors of the consignee's premises, including delivery to specific rooms within a building if so specified.
- (b) The Contractor shall--
  - (1) (i) Pack and mark the shipment to comply with contract specifications; or
  - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
  - (2) Prepare and distribute commercial bills of lading;
  - (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
  - (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
  - (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
  - (6) Pay and bear all charges to the specified point of delivery.

**C.32 SECTION C - CONTRACT CLAUSES**

**C.33 SECTION C - ADDENDUM TO 52.212-4**

**C.34 CONTRACTING OFFICER ALTERATION AND REVISION OF 52.212-4/CONTRACT TERMS AND CONDITIONS**



**C.35 CONTRACTING OFFICER ALTERATION AND REVISION OF 52.212-4/CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2002)**

The term and condition (k) entitled "Taxes" is superseded and revised to read:  
"Southwestern is exempt from Federal, State, and Local taxes under this contract. Upon award of the contract, Southwestern will issue to the Contractor, a tax exemption certificate, or other evidence that the Contractor may require to establish that the purchase is being made by the Government."C.30/WARRANTY - ALTERATION. The term and condition (o) entitled "Warranty is deleted in its entirety. There are no warranties, express or implied, except the manufacturer's warranty to be provided by the Contractor against defects, material and workmanship including any implied warranty of merchantability or fitness for a particular purpose, and of any other obligations or liability on the part of the Contractor. The warranty as provided in paragraph (d) ANY CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS shall be applicable to this contract. \_\_\_\_\_ REVISION TO LIMITATION OF LIABILITY The term and condition (p) entitled "Limitation of Liability" is superseded and revised to read:  
"Except as otherwise provided by \_\_\_\_\_ the Contractor shall not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

**C.36 CONTRACTING OFFICER ADDITIONS TO 52.212-4/CONTRACT TERMS**

The Contractor shall comply with the following additional clauses. The Contracting Officer has determined that these clauses are applicable to this contract and are a part of 52.212-4: \_\_\_\_C.35\_\_\_\_\_

**C.37 FAR CLAUSES INCORPORATED BY REFERENCE**

The Contractor shall comply with the following additional FAR clauses which the Contracting Officer has incorporated by reference and determined to be applicable to this contract and a part of FAR 52.212-4/CONTRACT TERMS AND CONDITIONS. Upon request the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the address: <http://www.arnet.gov/far>.

- |           |   |
|-----------|---|
| 52.204-4  | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)                          |
| 52.219-9  | SMALL BUSINESS SUBCONTRACTING PLAN (7599)-ALTERNATE I (OCT 2001)                    |
| 52.219-16 | LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)                                 |
| 52.225-8  | DUTY-FREE ENTRY (FEB 2000)  |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)        |
| 52.226-1  | UTILIZATION OF INDIAN ORGANIZATION AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000) |
| 52.228-5  | INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)                            |

- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
- 52.229-5 TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
- 52.232-17 INTEREST (JUN 1996)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.242-15 STOP WORK ORDER (AUG 1989)
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)
- 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)
- 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
- 52.247-34 F.O.B. DESTINATION (NOV 1991)
- 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)
- 52.247-55 F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)

- (b) GENERAL LIABILITY. The Contractor shall have written on the comprehensive form of policy bodily injury liability insurance coverage of at least \$500,000 per occurrence and property damage liability insurance of at least \$100,000.
- (c) AUTOMOBILE LIABILITY. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy covering the operation of all automobiles used in connection with the contract shall provide at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

### **C.36 REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS**

The representations and certifications of the contractor, submitted with the bid for this contract are hereby incorporated by reference.

### **C.37 ELECTRONIC SUBMISSION OF SUBCONTRACTING REPORTS**

If this contract is subject to the reporting requirements of the contract clause no. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (\_\_\_\_\_ - ALTERNATE I (\_\_\_\_\_, paragraph (j), the contractor shall electronically submit the reports in accordance with the "SUBCONTRACTING REPORTING SYSTEM (SRS) CONTRACTOR QUICK REFERENCE CARD and directions provided by the

Contracting Officer or Southwestern's Small Business Program Manager. The "SRS CONTRACTOR QUICK REFERENCE CARD" is located in this contract as Attachment \_\_\_\_\_ in SECTION D/CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS.

**C.38 LOBBYING RESTRICTIONS (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2000)**

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriate matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**C.39 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

**C.40 GOVERNMENT CONTACT FOR POST AWARD ADMINISTRATION**

The contractor shall use the DOE Contracting Officer/Contract Specialist as the focal point for all matters regarding this contract except for technical matters and correspondence as defined in the below clause entitled " Correspondence Procedures." The DOE Contracting Officer/Contract Specialist, address and telephone/fax numbers are as follows:

Name: Linda A. Morris, Contracting Officer

Address: U.S. Department of Energy  
Southwestern Power Administration  
Attn: Procurement, S5710  
One West Third  
Tulsa, OK 74103-3519  
Telephone No: (918) 595-6670  
Fax No: (918) 595-6656

**PART I - THE SCHEDULE**

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## **PART I - THE SCHEDULE**

### **SECTION E - INSPECTION AND ACCEPTANCE**

#### **E.01 FAR 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)**

#### **E.02 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)**

#### **E.03 FAR 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)**

#### **E.04 FAR 52.247-46 SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN BIDS (APR 1984)**

- (a) If more than one shipping point or plant is designated by the bidder and the bidder fails to indicate the quantity per shipping point or plant before bid opening, the Government will evaluate the bid on the basis of delivery of the entire quantity from the point or plant where cost of transportation is most favorable to the Government.
- (b) If the bidder, before bid opening (or the closing date specified for receipt of bids) fails to indicate any shipping point or plant, the Government will evaluate the bid on the basis of delivery from the plant at which the contract will be performed, as indicated in the bid. If no plant is indicated in the bid, the bid will be evaluated on the basis of delivery from the Contractor's business address indicated in the bid.
- (c) If the bidder uses a shipping point other than that which has been used by the Government as a basis for the evaluation of bids, any increase of transportation costs shall be borne by the Contractor and any savings shall revert to the Government.

#### **E.05 DISPOSITION OF BIDS**

Bids will not be returned (except for timely withdrawals).

#### **E.06 DISPOSITION OF SOLICITATION DOCUMENTS**

Drawings, specifications, and other documents supplied with the solicitation may be retained by the bidder (unless there is a requirement for a document to be completed and returned as a part of the bid).

#### **E.07 INFORMATION OF AWARD**

Written notice to unsuccessful bidders and contract award information will be promptly released in accordance with the Federal Acquisition Regulations (FAR) or the U.S. Department of Energy Regulations (DEAR).

#### **E.08 RESPONSIBLE PROSPECTIVE CONTRACTORS**

- (a) The general and additional minimum standards for responsible prospective contractors set forth at 48 CFR 9.1 and 48 CFR 909.104-70 apply.
- (b) DOE may conduct pre-award surveys in accordance with 48 CFR 9.106 and may solicit from available sources, relevant information concerning the bidders record

of past performance, and use such information in making determinations of prospective bidder responsibility.

**E.09 QUALIFICATION CRITERIA**

The bid must clearly demonstrate that the bidder meets each and every one of the below Qualification Criteria to be evaluated. Past performance, price, prior experience, and delivery time.

**E.10 GENERAL (QUALIFICATION)**

This solicitation includes the QUALIFICATION CRITERIA listed under the solicitation provision No. E23. Only those bids which clearly demonstrate that the Qualification Criteria are met shall be evaluated. Bidders whose bids do not meet the Qualification Criteria shall be advised of that determination. Any bid that have met the Qualification Criteria will be evaluated. Evaluation will be performed to determine the bidder's understanding of the work to be performed, technical approach, if appropriate, potential for completing the work as specified in the solicitation, price reasonableness, and best value to the Government. a. Award will be made to the responsible bidder, whose bid conforming to this solicitation, is considered most advantageous and best value to the Government, considering the evaluation criteria contained in this solicitation.

**PART I - THE SCHEDULE**

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**PART I - THE SCHEDULE**

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.01 FAR 52.211-8 TIME OF DELIVERY (JUN 1997)**

- (a) The Government requires delivery to be made according to the following schedule:

**REQUIRED DELIVERY SCHEDULE**

ITEM NO.      QUANTITY      WITHIN 180 DAYS AFTER DATE OF CONTRACT

SAME AS INFORMATION IN C.24

The Government will evaluate equally, as regards time of delivery, bids that propose delivery of each quantity within the applicable delivery period specified above. Bids that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an bidder bids an earlier delivery schedule than required above. If the bidder proposes no other delivery schedule, the required delivery schedule above will apply.

**BIDDER'S PROPOSED DELIVERY SCHEDULE**

ITEM NO.      QUANTITY      WITHIN DAYS AFTER DATE OF CONTRACT

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- (b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of bid mailed, or otherwise furnished to the successful bidder, results in a binding contract. The Government will mail or otherwise furnish to the bidder an award or notice of award not later than the day award is dated. Therefore, the bidder should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an bid that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the bid will be considered nonresponsive and rejected.

**F.02 FAR 52.216-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984)**

The Contractor shall indicate acceptance of this contract by signing two copies of the contract and returning them to the Contracting Officer not later than 7 days after notification of award. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.



**F.03 PLACE OF DELIVERY - F.O.B. DESTINATION**

The supplies to be furnished hereunder shall be delivered, with all transportation charges paid by the Contractor, f.o.b. destination, at the Poplar Bluff Substation, Poplar Bluff, Missouri.

**F.04 NOTICE OF SHIPMENT AND/OR DELIVERY**

In order for shipments to be properly received at the designated destination, notices of shipments, freight waybills, or other such documents shall contain sufficient instructions that the last carrier shall notify one of the below designated Southwestern Power Administration officials for the place of delivery. The contractor shall provide the Southwestern Power Administration official ten (10) working days' advance notice of the exact date that shipment will arrive at destination on Monday through Thursday. Such notices can be accomplished by any media selected by the contractor, including telephonic notice. If telephonic notice is utilized, the notice shall be confirmed in writing within twenty-four (24) hours. Southwestern Power Administration will offload the heavy equipment by forklift. To accommodate the offloading by forklift, the Contractor shall make delivery of the heavy equipment by flatbed vehicles or an open type vehicle. Any special loading, routing, or drop shipments necessary to accomplish delivery to the required destination shall be the responsibility of the contractor. Delivery is to take place during the hours between 8:30 a.m. and 4:30 p.m., Monday through Thursday.

FAILURE BY THE CONTRACTOR TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE GOVERNMENT WITHHOLDING SUFFICIENT MONIES FROM THE AMOUNT DUE THE CONTRACTOR AS REIMBURSEMENT FOR COSTS INCURRED IN MAKING EXTRAORDINARY ARRANGEMENTS FOR THE RECEIPT AND/OR UNLOADING OF THE EQUIPMENT OR MATERIALS FURNISHED HEREUNDER.

CONTACT/ADDRESS

PLACE OF DELIVERY

Poplar Bluff Substation  
Northwest of Poplar Bluff on Road P,  
Butler County,  
Poplar Bluff, Missouri 63901

**F.05 SPECIAL INSTRUCTIONS FOR DELIVERY**

No delivery will be made on Fridays.

**F.06 TIME, DATE, AND PLACE BIDS ARE DUE**

(a) Mailed bids shall be mailed to the following address:

U.S. Department of Energy  
Southwestern Power Administration  
Attn: S5710/Acquisition Team  
One West Third  
Tulsa, OK 74103-3519

- (b) Hand carried bids shall be delivered to:

U.S. Department of Energy  
Southwestern Power Administration  
Attn: S5710/Acquisition Team  
Williams Center Tower I  
One West Third Street  
14th Floor - Reception Desk  
Tulsa, OK 74103-3519

- (c) The below identification shall be marked on the envelope whether mailed or handcarried:

SOLICITATION NO. DE-FB75-02SW52310  
DUE -- TIME: 2:00 p.m. \_\_ DATE: May 3, 2002  
NOTICE TO DOE MAIL ROOM: DO NOT OPEN THIS IS A BID

- (d) All bids are due NOT LATER THAN 2:00 p.m. local prevailing time on May 3, 2002.
- (e) It may not be possible to handcarry the package(s) to the 14th Floor Reception Desk, outside the hours of 8:00 a.m. to 5:00 p.m., workdays. Delivery to any other location, including the central delivery area, may result in the late receipt of the bid and is strongly discouraged.
- (f) Refer to paragraph (f)(2)(I) of the FAR clause 52.212-1/INSTRUCTIONS TO BIDDERS - COMMERCIAL ITEMS (\_\_\_\_\_ located in the section for late submissions, modifications, revisions, and withdrawals of bids.

## **PART 1 - THE SCHEDULE**

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<b><u>CLAUSE NO.</u></b>	<b><u>TITLE OF CLAUSE</u></b>
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G.16	ADDENDUM TO 52.212-1/INSTRUCTIONS TO BIDDERS - COMMERCIAL ITEMS
G.17	CONTRACTING OFFICER ADDITIONS TO 52.212- 1/INSTRUCTIONS TO BIDDERS-COMMERCIAL ITEMS
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G.20	NUMBER OF AWARDS
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## **PART 1 - THE SCHEDULE**

### **SECTION G - CONTRACT ADMINISTRATION DATA**

#### **G.01 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (Feb 2002)**

- (a) "Inspection/Acceptance." The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) "Assignment." The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) "Changes." Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) "Disputes." This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) "Definitions." The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) "Excusable delays." The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) "Invoice."

- (1) The Contractor shall submit an original invoice and two copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
  - (i) Name and address of the Contractor;
  - (ii) Invoice date and number;
  - (iii) Contract number, contract line item number and, if applicable, the order number;
  - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
  - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.
    - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
    - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-V33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
    - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated

this contract for default, such termination shall be deemed a termination for convenience.

- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

**G.02 FAR 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.



- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

### **G.03 CONTRACT PAYMENTS METHOD**

To correlate with the term and condition (i) Payment, Southwestern Power Administration will make payment by electronic funds transfer using the Automated Clearing House (ACH), the Contractor is required to complete, sign and submit a SWPA F 2240.7 BANK INFORMATION FOR PAYMENTS form provided as Attachment \_\_\_\_\_ C under SECTION C/CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS before payment can be made. Notification of change in a designated financial institution must be made by the Contractor submitting a completed SWPA F 2240.7 BANK INFORMATION FOR PAYMENTS to the Contracting Officer at least ten days prior to the date such change is to become effective. To initiate the payment cycle, all invoices shall be submitted directly to: U.S. Department of Energy Southwestern Power Administration Financial Management, S5210 One West Third Street Tulsa, OK 74103-3519

### **G.04 DOE CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

- (a) The COR's name, address and telephone number are as follows:

Name: Carlos Valencia, S3301

Address: U.S. Department of Energy  
Southwestern Power Administration  
One West Third  
Tulsa, OK 74103-3519

Telephone No: (918) 595-6707

Fax No: (918) 595-6656

- (b) The contractor shall use the COR as the point of contact on technical matters as defined in the contract clause \_\_G.07\_\_\_\_ entitled "Technical Direction" subject to the restrictions in the contract clause \_\_G.07\_\_\_\_ entitled "Technical Direction" located in this section of the contract.

### **G.05 CORRESPONDENCE PROCEDURES**

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which propose or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with an information copy of the correspondence to the DOE Contracting Officer.

- (b) Other Correspondence. All administrative correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer in the clause entitled "Government Contact for Post Award Administration."

## **G.06 MODIFICATION AUTHORITY**

The Contracting Officer is the only individual authorized to:

- (1) Accept nonconforming work,
- (2) Waive any requirement of this contract, or
- (3) Modify any term or condition of this contract.

## **G.07 TECHNICAL DIRECTION**

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR) identified elsewhere in this contract. The term "technical direction" is defined to include, without limitation:
  - (1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, required pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Description/Specifications.
  - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
  - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:
  - (1) Constitutes an assignment of additional work outside the specifications;
  - (2) In any manner causes an increase or decrease in the total price or the time required for contract performance;
  - (3) Changes any of the expressed terms, conditions or specifications of the contract; or
  - (4) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) All technical directions will be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this article and within his authority under the provisions of this clause.

If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change;
  - (2) Advise the Contractor within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes."

**G.08 FAR 52.212-1 INSTRUCTIONS TO BIDDERS--COMMERCIAL ITEMS (OCT 2000)**

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits a bid in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of bids. Submit signed and dated bids to the office specified in this solicitation at or before the exact time specified in this solicitation. Bids may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, bids must show--
  - (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of bids;
  - (3) The name, address, and telephone number of the bidder;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3;

- (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the bid is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Bids that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of bids. The bidder agrees to hold the prices in its bid firm for 30 calendar days from the date specified for receipt of bids, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of bids. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Late submissions, modifications, revisions, and withdrawals of bids.
- (1) Bidders are responsible for submitting bids, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids or revisions are due.
  - (2) (i) Any bid, modification, revision, or withdrawal of an bid received at the Government office designated in the solicitation after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--
    - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or
    - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids; or
    - (C) If this solicitation is a request for bids, it was the only bid received.

- (ii) However, a late modification of an otherwise successful bid, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. Oral bids in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the solicitation concerning facsimile bids. An bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.
- (f) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate bids and award a contract without discussions with bidders. Therefore, the bidder's initial bid should contain the bidder's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all bids if such action is in the public interest; accept other than the lowest bid; and waive informalities and minor irregularities in bids received.
- (g) Availability of requirements documents cited in the solicitation.
  - (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--
 

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.
  - (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single

copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462.

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
- (A) By telephone at (215) 697-2667/2179; or
- (B) Through the DoDSSP Internet site at <http://www.assist.daps.mil>.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to bids exceeding \$25,000.) The bidder shall enter, in the stock with its name and address on the cover page of its bid, the annotation "DUNS" followed by the DUNS number that identifies the bid's name and address. If the bidder does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An bidder within the United States may call 1-800-333-0505. The bidder may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for bidders located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an bidder is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**G.09 FAR 52.212-3 BIDDER REPRESENTATIONS AND CERTIFICATIONS--  
COMMERCIAL ITEMS (Feb 2002)**

- (a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not bid himself voluntarily; or

- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the bidder is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All bidders must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the bidder's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the bidder's TIN.
- (3) Taxpayer Identification Number (TIN).
- ☐ TIN:\_\_\_\_\_.
  - ☐ TIN has been applied for.
  - ☐ TIN is not required because:
  - ☐ Bidder is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - ☐ Bidder is an agency or instrumentality of a foreign government;
  - ☐ Bidder is an agency or instrumentality of the Federal Government.
- (4) Type of organization.
- ☐ Sole proprietorship;
  - ☐ Partnership;
  - ☐ Corporate entity (not tax-exempt);
  - ☐ Corporate entity (tax-exempt);
  - ☐ Government entity (Federal, State, or local);
  - ☐ Foreign government;
  - ☐ International organization per 26 CFR 1.6049-4;
  - ☐ Other\_\_\_\_\_



(5) Common parent.

☐ Bidder is not owned or controlled by a common parent;

TIN \_\_\_\_\_

(c) Bidders must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The bidder represents as part of its bid that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the bidder represented itself as a small business concern in paragraph (c)(1) of this provision.] The bidder represents as part of its bid that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the bidder represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The bidder represents as part of its bid that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the bidder represented itself as a small business concern in paragraph (c)(1) of this provision.] The bidder represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the bidder represented itself as a small business concern in paragraph (c)(1) of this provision.] The bidder represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the bidder is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The bidder represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business bidders may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by bidder or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the

bidder has certified itself to be a small business concern under the size standards for this solicitation.]

- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The bidder represents as part of its bid that it ☐ is, ☐ is not an emerging small business.
- (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Bidder represents as follows:
  - (A) Bidder's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
  - (B) Bidder's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual	
Number of Employees	Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the bidder desires a benefit based on its disadvantaged status.]

- (i) General. The bidder represents that either--
  - (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

- (B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
  - (ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The bidder represents, as part of its bid, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The bidder shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.
- (d) Representations required to implement provisions of Executive Order 11246--
  - (1) Previous Contracts and Compliance. The bidder represents that--
    - (i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
    - (ii) It ☐ has, ☐ has not filed all required compliance reports.
  - (2) Affirmative Action Compliance. The bidder represents that--
    - (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or
    - (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its bid, the bidder certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

- (1) The bidder certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the bidder has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The bidder shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

- (2) Foreign End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
[List as necessary]	

- (3) The Government will evaluate bids in accordance with the policies and procedures of FAR Part 25.

- (g) (1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

- (i) The bidder certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the bidder has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

- (ii) The bidder certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program": NAFTA Country or Israeli End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
[List as necessary]	

- (iii) The bidder shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The bidder shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

LINE ITEM NO	COUNTRY OF ORIGIN

\_\_\_\_\_  
\_\_\_\_\_  
[List as necessary]

(iv) The Government will evaluate bids in accordance with policies and procedures of FAR Part 25.

- (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The bidder certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

Line Item No.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(List as necessary)

- (3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The bidder certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[List as necessary]

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The bidder certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

- (ii) The bidder shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.  
Other End Products:

LINE ITEM NO	COUNTRY OR ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

- (iii) The Government will evaluate bids in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate bids of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only bids of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no bids for such products or that the bids for such products are insufficient to fulfill the requirements of the solicitation.

- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The bidder certifies, to the best of its knowledge and belief, that the bidder and/or any of its principals-

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

- (1) Listed end products.

Listed End Product

Listed Countries of Origin

---

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the bidder must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- ☐ (i) The bidder will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- ☐ (ii) The bidder may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The bidder certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the bidder certifies that it is not aware of any such use of child labor.

**G.10 FAR 52.214-34 SUBMISSION OF BIDS IN THE ENGLISH LANGUAGE (APR 1991)**

Bids submitted in response to this solicitation shall be in the English language. Bids received in other than English shall be rejected.

**G.11 FAR 52.214-35 SUBMISSION OF BIDS IN U.S. CURRENCY (APR 1991)**

Bids submitted in response to this solicitation shall be in terms of U.S. dollars. Bids received in other than U.S. dollars shall be rejected.

**G.12 FAR 52.215-6 PLACE OF PERFORMANCE BUSINESS (OCT 1997)**

- (a) The bidder or respondent, in the performance of any contract resulting from this solicitation, ☐ intends ☐ does not intend to use one or more plants or facilities located at a different address from the address of the bidder or respondent as indicated in this bid or response to request for information.

- (b) If the bidder or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

---

PLACE OF PERFORMANCE (STREET NAME AND ADDRESS OF OWNER AND ADDRESS, CITY, STATE, COUNTY, ZIP CODE)

OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN BIDDER OR RESPONDENT

---

**G.13 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

**G.14 FAR 52.247-45 F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)**

Bids are invited on the basis of both f.o.b. origin and f.o.b. destination, and the Government will award on the basis the Contracting Officer determines to be most advantageous to the Government. A bid on the basis of f.o.b. origin only or f.o.b. destination only is acceptable, but will be evaluated only on the basis submitted.

**G.15 SOLICITATION PROVISIONS**

**G.16 ADDENDUM TO 52.212-1/INSTRUCTIONS TO BIDDERS -COMMERCIAL ITEMS**

**G.17 CONTRACTING OFFICER ADDITIONS TO 52.212-1/INSTRUCTIONS TO BIDDERS-COMMERCIAL ITEMS**

**G.18 CONTRACTING OFFICER ADDITIONS TO 52.212-1/INSTRUCTIONS TO BIDDERS-**

The Contractor shall comply with the following additional solicitation clauses. The Contracting Officer has determined that these clauses are applicable to this solicitation and are a part of 52.212-1: \_G.06\_\_\_\_\_ \_G.19\_\_\_\_\_

**G.19 AMENDMENT OF THE SOLICITATION**

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation issued by the Contracting Officer. No other communication made at any scheduled prebid conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of this solicitation. Receipt of an amendment to a solicitation by a bidder must be acknowledged by completing items 8 and 15 of the Standard Form 30/AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT and returning two copies. Such acknowledgment must be received prior to the hour and date specified for receipt of bids. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF BIDS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR BID.

**G.20 NUMBER OF AWARDS**

It is anticipated that there will be one (1) award resulting from this solicitation.

**G.21 SUBCONTRACTING PLAN**

- (a) If the bidder is not a small business concern and the proposed amount of the contract is over \$500,000, the bidder shall furnish a subcontracting plan with its bid. The type of plans that may be submitted are (1) Commercial Plan, (2) Master Plan or (3) Individual Contract Plan.



- (b) If furnishing an Individual Contract Plan, the bidder shall address the following items:
- (1) Separate percentage goals for using small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors;
  - (2) A statement of the total dollars planned to be subcontracted and a statement of the total dollars planned to be subcontracted to small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns;
  - (3) A description of the principal types of supplies and services to be subcontracted and an identification of types planned for subcontracting to small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns;
  - (4) A description of the method used to develop the subcontracting goals;
  - (5) A description of the method used to identify potential sources for solicitation purposes;
  - (6) A statement as to whether or not the bidders included indirect costs in establishing subcontracting goals; and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns;
  - (7) The name of an individual employed by the bidder who will administer the bidder's subcontracting program, and a description of the duties of the individual;
  - (8) A description of the efforts the bidder will make to ensure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts;
  - (9) Assurances that the bidder will include the clause at 52.219-8 Utilization of Small Business Concerns in all subcontracts that bid further subcontracting opportunities, and that the bidder will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 to adopt a plan that complies with the requirements of the FAR clause 52.219-9, Small Business Subcontracting Plan included in this contract;
  - (10) Assurances that the bidder will -
    - (i) Cooperate in any studies or survey as may be required;
    - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the bidder with the subcontracting plan; Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report,

following the instructions on the forms or as provided in agency regulations; and

- (iii) Ensure that its subcontractors agree to submit SF 294 and SF 295; and 11. A description of the types of records that will be maintained concerning procedures adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the bidder's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and to award subcontracts to them.
- (c) If there are no subcontracting possibilities, the bidder shall provide a statement explaining why there would be no subcontracting possibilities under the contract.

**PART I - THE SCHEDULE**

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

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H.03	ENVIRONMENTAL, SAFETY, AND HEALTH REQUIREMENTS
H.04	INSURANCE - LIABILITY
H.05	FAR 52.211-11 LIQUIDATED DAMAGES-SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

## **PART I - THE SCHEDULE**

### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

#### **H.01 KEY PERSONNEL**

The personnel specified below are considered to be essential to the work being performed hereunder. The Contractor's key personnel are as follows:

NAME	TITLE
_____	_____

The contractor will certify that employees working on this contract are U.S. citizens even to the extent that they are not working under a green card.

The contractor shall notify the Contracting Officer in advance of diverting of, or substitution for, any of these individuals. That period of time shall not be less than five (5) days.

#### **H.02 FAR 52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAR 2001)**

(a) Definitions. As used in this clause--

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under the contract. The word does not include "data."

(b) Contractor's obligations.

- (1) The Contractor warrants that for \_\_\_\_\_ all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.
- (2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.
- (3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

- (4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.
  - (5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.
  - (6) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.
- (c) Remedies available to the Government.
- (1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price--
    - (i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or
    - (ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.
  - (2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.
  - (3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within 30 days. The Contractor shall submit to the Contracting Officer a written recommendation within 15 days as to the corrective action required to remedy the breach. After the notice of breach, but not later than 15 days after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.
  - (4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be 15 days from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for 3 years thereafter.

- (5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

### **H.03 ENVIRONMENTAL, SAFETY, AND HEALTH REQUIREMENTS**

- (a) The Contractor shall take all reasonable precautions in the performance of the work to protect the environment and the safety and health of employees and of members of the public. The Contractor shall comply with all applicable local, State, and Federal laws, codes and regulations, e.g.
- (b) The Contractor must furnish, in writing, certified oil analysis, of all oil-filled equipment.
- (c) The Contracting Officer shall notify the Contractor, in writing, of any non-compliance with the provisions of the clause and the corrective action to be taken. After receipt of such notice, the Contractor shall submit within 5 days an implementation plan to the Contracting Officer. The Contracting Officer shall review and approve or disapprove the implementation plan within 30 days. In the event that the contractor fails to comply with said regulations and requirements of DOE, the Contracting Officer may, without prejudice to any other legal or contractual right of DOE, issue an order stopping all or part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage.

### **H.04 INSURANCE - LIABILITY**

- (a) **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY.** The Contractor and each of his Subcontractors shall at all times during the term of this contract maintain such insurance as may be required to comply with applicable Federal and State Worker's Compensation and Occupational Disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability coverage of at least \$100,000 except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

### **H.05 FAR 52.211-12 LIQUIDATED DAMAGES-SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)**

- (a) If the Contractor fails to complete the work within the time specified in this contract, the Contractor shall pay in place of actual damages, pay to the Government liquidated damages of \$887.42 per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default-Fixed Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay to delivery or performance is beyond the control and without the fault or negligence

of the Contractor as defined in the Default-Fixed price Supply and Services clause in this contract.

**PART II - CONTRACT CLAUSES**

**SECTION I - CONTRACT CLAUSES**

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## **PART II - CONTRACT CLAUSES**

### **SECTION I - CONTRACT CLAUSES**

**I.01 FAR 52.202-1 DEFINITIONS (DEC 2001)**

**I.02 FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996)**

**I.03 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (Feb 2002)**

**I.04 FAR 52.223-6 DRUG-FREE WORKPLACE (MAR 2001)**

**I.05 FAR 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)**

**I.06 FAR 52.203-3 GRATUITIES (APR 1984)**

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
  - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
  - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--
  - (1) To pursue the same remedies as in a breach of the contract; and
  - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**I.07 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**I.08 FAR 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (Dec 2001)**

- (a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--
- (1) Canada, and the anticipated value of the acquisition is \$25,000 or more;
  - (2) Israel, and the anticipated value of the acquisition is \$50,000 or more;
  - (3) Mexico, and the anticipated value of the acquisition is \$54,372 or more; or
  - (4) Aruba, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Korea, Liechtenstein, Luxembourg, Netherlands, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$177,000 or more.
- (b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.
- (c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
  - (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
  - (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
  - (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)
- (d) Remedies.
- (1) The Contracting Officer may terminate the contract.
  - (2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.
  - (3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

**I.09 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR PRODUCTS (AUG 2000)**

- (a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- (b) The Contractor, on completion of this contract, shall--
- (1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and
  - (2) Submit this estimate to \_\_\_\_\_

**I.10 FAR 52.243-4 CHANGES (AUG 1987)**

- (a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes-
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
  - (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contracting Officer written notice stating-
  - (1) The date, circumstances, and source of the order; and
  - (2) That the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) of this clause.
- (f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND**  
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